Meeting Location:
Farmington City Hall, Council Chambers
430 Third Street
Farmington, MN 55024

CITY COUNCIL REGULAR MEETING AGENDA

Monday, April 15, 2024
7:00 PM

Page

1. CALL TO ORDER 7:00 P.M.

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

4. APPROVE AGENDA

5. ANNOUNCEMENTS / COMMENDATIONS

6. CITIZENS COMMENTS / RESPONSES TO COMMENTS

(This time is reserved for citizen comments regarding non-agenda items. No official action can be taken on these items. Speakers are limited to five minutes to address the city council during citizen comment time.)

7. CONSENT AGENDA

7.1. Minutes of the April 1, 2024 Council Work Session Minutes — 5 - 30
Agenda Item: Minutes of the April 1, 2024 Council Work Session Minutes - Pdf

7.2. Minutes of the April 1, 2024 Regular City Council Meeting — 31 - 36
Agenda Item: Minutes of the April 1, 2024 Regular City Council Meeting - Pdf

7.3. Temporary On-Sale Liquor License for Star of the North Council No. 276, Allied Masonic Degrees, June 15, 2024 — 37 - 38
Agenda Item: Temporary On-Sale Liquor License for Star of the North Council No. 276, Allied Masonic Degrees, June 15, 2024 - Pdf

7.4. First Quarter 2024 New Construction Activity Report — 39 - 40
Agenda Item: First Quarter 2024 New Construction Activity Report - Pdf

7.5. Payment of Claims — 41 - 42
Agenda Item: Payment of Claims - Pdf

Payment of Claims

7.6. Staff Changes and Recommendations 43
Agenda Item: Staff Changes and Recommendations - Pdf

7.7. Johnson Controls Planned Service Agreement 44 - 141
Agenda Item: Johnson Controls Planned Service Agreement - Pdf

7.8. Farm Lease with Larry Rother 142 - 150
Agenda Item: Farm Lease with Larry Rother - Pdf

7.9. Joint Powers Agreement with City of Empire for Outdoor Warning Sirens 151 - 155
Agenda Item: Joint Powers Agreement with City of Empire for Outdoor Warning Sirens - Pdf

7.10. Resolution Declaring Surplus Property 156 - 157
Agenda Item: Resolution Declaring Surplus Property - Pdf

7.11. Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the 2024 Street Improvement Project 158 - 172
Agenda Item: Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the 2024 Street Improvement Pr - Pdf

7.12. Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the Well 5 Retaining Wall Repairs 173 - 186
Agenda Item: Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the Well 5 Retaining Wall Repa - Pdf

7.13. Professional Services Agreement with WSB LLC for Construction Surveying, Geotechnical Evaluation, and Materials Testing Services for the Salt Storage Facility 187 - 204
Agenda Item: Professional Services Agreement with WSB LLC for Construction Surveying, Geotechnical Evaluation, and Materials Testing Services for the - Pdf

8. PUBLIC HEARINGS

8.1. Vacation of Drainage and Utility Easement within the St. Michael's Addition Plat 205 - 208

After any public comment is taken, close the public hearing regarding the vacation of the drainage and utility easement and adopt Resolution 2024-29 Vacating Existing Drainage and Utility Easement St. Michael's Addition.
Agenda Item: Vacation of Drainage and Utility Easement within the St. Michael's Addition Plat - Pdf

9. AWARD OF CONTRACT

10. PETITIONS, REQUESTS AND COMMUNICATIONS

10.1. St. Michael's 3rd Addition Preliminary and Final Plat 209 - 213

Adopt Resolution 2024-31 the St. Michael's 3rd Addition Preliminary and Final Plat, contingent upon the following:

1. Additional 20 feet of right-of-way must be provided on the plats for CSAH 74.
2. The instrument of dedication on the final plat must be revised to change the wording from "City of Hastings" to "City of Farmington."

Agenda Item: St. Michael's 3rd Addition Preliminary and Final Plat - Pdf

10.2. Vermillion Commons 3rd Addition Final Plat 214 - 259

Adopt Resolution 2024-32 Approving and Authorizing Signing of Final Plat Vermillion Commons 3rd Addition, contingent upon the following:

1. The satisfaction of all engineering comments related to the construction plans for grading and utilities.
2. A Development Contract between the applicant and City of Farmington shall be executed and security fees and costs shall be paid. Submission of all other documents required under the Development Contract shall be required.

Agenda Item: Vermillion Commons 3rd Addition Final Plat - Pdf

11. UNFINISHED BUSINESS

12. NEW BUSINESS

12.1. Amendment to 2024 Fee Schedule Regarding Alternate Formula for Calculating Development Fees 260 - 263

Adopt Ordinance No. 2024-05 Amending the 2024 Fee Schedule to Establish an Alternate Formula for Development Fees Effective April 19, 2024.

Agenda Item: Amendment to 2024 Fee Schedule Regarding Alternate Formula for Calculating Development Fees - Pdf

12.2. Resolution 2024-30 Approving Annexation of Certain Property Pursuant to the Joint Resolution for Orderly Annexation by and Between the Township of Castle Rock and the City of Farmington 264 - 287

Approve Resolution 2024-30 Approving Annexation of Certain Property Pursuant to the Joint Resolution for Orderly Annexation by and Between the Township of Castle Rock and the City of Farmington.

Agenda Item: Resolution 2024-30 Approving Annexation of Certain Property Pursuant to the Joint Resolution for Orderly Annexation by and

between the To - Pdf

12.3. Performance Review of the City Administrator 288

A motion should be made to go into closed session to conduct the performance evaluation of City Administrator Lynn Gorski pursuant to Minnesota Statute 13D.05.

Agenda Item: Performance Review of the City Administrator - Pdf

13. CITY COUNCIL ROUNDTABLE

14. ADJOURN

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of the April 1, 2024 Council Work Session Minutes
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Approval of the Council Work Session minutes for April 1, 2024.

DISCUSSION:

Not applicable

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

Approve the April 1, 2024 Council Work Session minutes.

ATTACHMENTS:

04.01.24 Work Session Minutes

City of Farmington
City Council Work Session Minutes
Monday, April 1, 2024

The City Council met in a Work Session on Monday, April 1, 2024, at Farmington City Hall, 430 3rd Street, Farmington, Minnesota.

1. CALL TO ORDER

Mayor Hoyt called the Work Session to order at 5:30 p.m.

Members Present: Mayor Joshua Hoyt
Councilmembers Nick Lien, Katie Porter, and Steve Wilson

Members Absent: Councilmember Holly Bernatz (excused absence)

Staff Present: Lynn Gorski, City Administrator
Julie Flaten, Asst City Administrator/HR Director
Kellee Omlid, Parks & Recreation Director
Gary Rutherford, Police Chief
John Powell, Public Works Director
Ed Rutledge, Natural Resources Specialist
Shirley Buecksler, City Clerk

2. APPROVE AGENDA

Motion was made by Councilmember Wilson and seconded by Councilmember Porter to approve the agenda, as presented.

Motion carried: 4 ayes / 0 nays

3. DISCUSSION ITEMS

3.1 Emerald Ash Borer (EAB) Update and Urban Forest Discussion

Natural Resources Specialist Rutledge provided an update for Council on the EAB Management Plan implementation, along with discussion of reforestation approaches. The City's implementation accomplishments, projects currently underway, results of a recent ash tree inventory audit, and feedback from property owners was presented for Council and is included in the minutes.

Council direction: We are a tree city, and we want to see them on the boulevard, but let's find the intentionality behind it. Let's keep thinking further down the road so that we aren't going to have to fix it in a decade. We think downtown should have priority for reforestation like it used to be and look at new developments differently.

4. COUNCIL COMMITTEE UPDATE

5. CITY ADMINISTRATOR UPDATE

None.

6. ADJOURNMENT

Motion was made by Councilmember Wilson and seconded by Councilmember Lien to adjourn the meeting at 6:47 p.m.

Motion carried: 4 ayes / 0 nays.

Respectfully submitted,

Shirley R Buecksler
City Clerk

EMERALD ASH BORER UPDATE

CITY OF FARMINGTON

APRIL 1, 2024



REVIEW OF MARCH 6, 2023

Update on the status of the EAB Infestation in the City of Farmington

3 Scenarios were presented and discussed

- Scenario #1 Continue Previous Plan
- Scenario #2 Increase Injections
- Scenario #3 Remove All Ash

- A 4th Scenario was approved; An aggressive removal approach with continued treatment of ash to delay/stage future removals that prioritizes public safety.



ACCOMPLISHMENTS

- 450 stumps removed
- 1060 boulevard ash injected
- 7.9 miles pruned in 2023
  - In addition, 343 individual boulevard trees pruned in 2023
- 741 ash trees removed since March 2023
  - Public Works removed 201 (boulevard)
  - Parks removed 208 (park/natural area)
  - Contractors removed the balance
  - Compare to normal years; Public Works removes ~55 trees and Parks removes ~12 trees on average a year.

Grants:

- $42,006 “Preparing for EAB 2023”
- $500,000 “Shade Tree Bonding 2023”

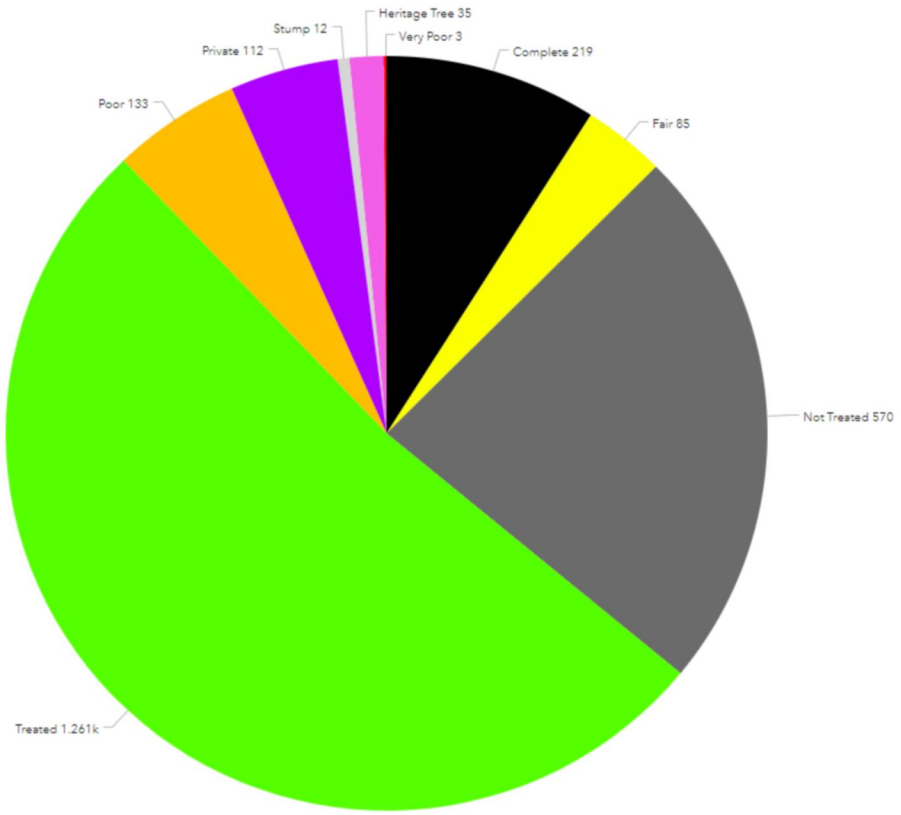


CURRENT PROJECTS

- 294 poor conditioned ash removal project underway
- 187 stumps to be removed this Spring.
- Public Works removing ash at city facilities. 45 Trees (10 remaining)
- Parks removing ash in Jim Bell. ~170 Trees
- Audit of boulevard ash inventory
- Spring grant funded planting project in Rambling, Hill Dee, Tamarack and Westview Parks. Planting 65 trees.
- Re-treating good conditioned ash that were treated in 2021.
- Removing ash as a part of 2024 city street improvement projects.
- Summer ash removals downtown as a part of 2023 Shade Tree Bonding Grant.
- Pruning as a part of the 2024 mill and overlay project.

BOULEVARD ASH TREE INVENTORY AUDIT

- 2392 reviewed
- 219 not present or wrong species
- 42 ash added
- 35 very good condition/"heritage ash"
- 112 found to be on private property
- **<u>2087 Ash remain in the boulevard</u>**



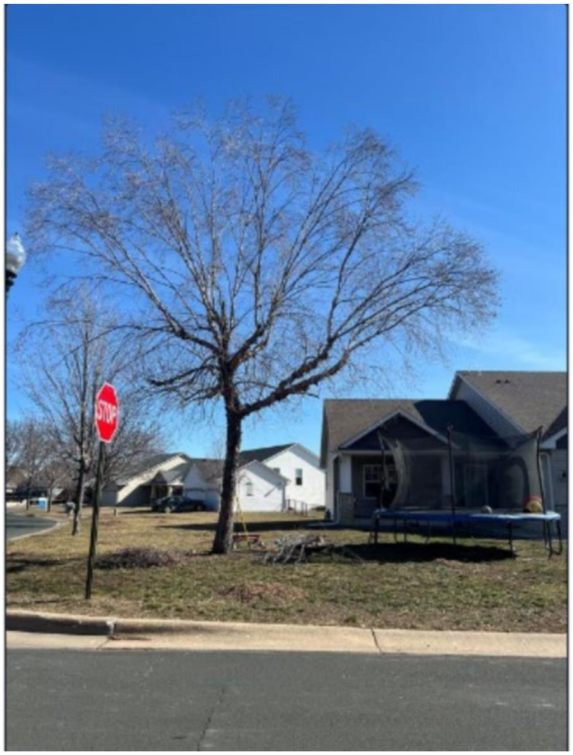
FEEDBACK FROM THE INSPECTOR

- “Many private ash trees are declining.”
- “The quality of pruning on public and private trees is poor.”
- “Some addresses will have no trees on the property after the boulevard ash are removed.”
- “I highlighted what I consider to be Specimen or Heritage trees. These are treated boulevard ash trees that are at least 12-inches in diameter, with excellent health, structure, and placement. These ashes are extremely valuable to the city and cannot be replaced in our lifetime. I recommend retaining these individual trees with ongoing insecticide treatments.”
- “Homeowners like to circle trees with stuff; edging, railroad ties, rocks, landscape fabric, concrete block, mulch volcanos. This contributes to poor tree health.”
- “There is lack of species diversity on the boulevard as well as on private property.”
- “Most of the new trees that are planted by homeowners on their private property are maple.”

POOR PRUNING PRACTICES



Tear out



Topping



Large diameter removal and heading cuts

LANDSCAPING CONTRIBUTING TO POOR TREE HEALTH







FEEDBACK FROM RESIDENTS

- “decreases my home value”
- “loss of shade”
- “increases energy costs”
- “negatively impacts the aesthetics of the neighborhood”

Residents who have been treating trees in the boulevard are continuing to do so. Unless, found to be in poor condition based on three-year inspections. In which case the tree will be removed.

WHAT KIND OF URBAN FOREST DO WE WANT IN FARMINGTON?

- Does the city want trees in the boulevard?
- Do we want the city and/or residents to plant trees in the boulevard?
- Do we need to change the city's approach to landscaping/planting in boulevard?

CONSIDERATIONS

Cost

- ~$700/tree to plant
  - 2” caliper tree planted/mulched/1-year warranty
  - Watering for 1-year

Long-term care and preservation

- Watering, formative pruning, mulching, replacements
- 3-year establishment period
- Tree protection



REFORESTATION PLANNING

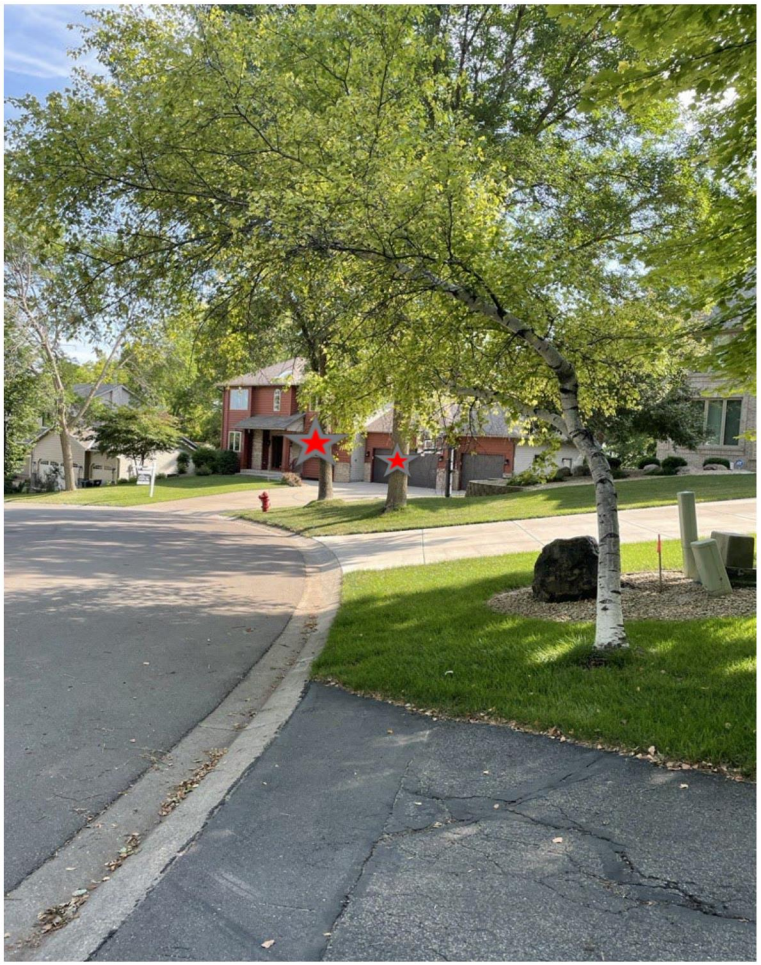
- Avoiding conflicts with infrastructure/utilities; proper placement
- We can’t control where utility companies put fiber
- Putting trees where they will thrive
- Organizing projects and designating tree receptive streets

UNSUITABLE LOCATIONS FOR TREES

Reason for Rejection	Source of Information	Explanation
Boulevard is not a suitable growing environment for trees.	Inventory Checklist	Unless corrected poor soil conditions will not support tree growth and sustain longevity.
Presence of overhead and/or underground utilities.	Inventory Checklist and Data Map	Probable conflict with wires, cable, lines, and/or conduits is inevitable.
Boulevard width is inadequate (below minimum standard).	Inventory Checklist and Data Map	Probable conflict with adjacent curb and sidewalk is inevitable.
Right-of-way has topographic impediments.	Inventory Checklist and Data Map	Inadequate ground space due to upward or downward sloping embankments, presence of retaining walls.
Border area width is inadequate (outside sidewalk).	Inventory Checklist and Data Map	Probable encroachment of tree over adjacent property.
Type of street.	Inventory Checklist	Street trees are not appropriate in some major and minor arterial corridors due to safety conflicts. (e.g., clear zone setbacks).
Right-of-way under jurisdiction of another unit of government.	Inventory Checklist	State or county highways. The respective road authority might have policies that restrict placement of street trees (e.g., safety clear zone set backs) or have their own planting agenda and schedule. Note: street tree plantings would require a permit from the agency with jurisdiction.
Opposition from majority of adjacent property owners.	Survey, Petition, Public Meetings	Concerned with cost of planting and maintenance program, blocking of business signage, clean-up of fall leaf litter.
Sidewalk tangent to curb and adjacent buildings.	Inventory Checklist and Data Map	Inadequate ground and overhead space for root and crown development. Probable overhead conflict with buildings.
Large natural area adjacent to street.	Inventory Checklist and Data Map	Formal row planting bordering a large natural area or open space (e.g., woods, wetland, prairie, farm field, pond, lake) might be out of character with the land use.
Existing trees on adjacent property.	Inventory Checklist, Data Map and Aerial Photograph	Large trees would suppress or interfere with development of proposed street trees.
Right-of-way shared by two communities (common border).	Inventory Checklist and Data Map	Planting initiative could be done as a joint venture or one community could acquiesce or planting only on one side of street.

Source: Local Road Research Board “Road to a thoughtful street tree master plan”

TREE RECEPTIVE BOULEVARD





**Ash represented by star

NOT A TREE RECEPTIVE BOULEVARD





SPECIES DIVERSITY

- Ensure a wide palate of tree species are planted to ensure resiliency to future pests/diseases
- Past planting designs had an overreliance on one genera. Think Dutch Elm Disease, Oak Wilt and now EAB.
- We have an over representation of maples in our urban canopy making maples susceptible to the next pest/disease. The Asian Longhorn beetle is a potential new pest that prefers maples.



London Planetree



Catalpa



Shagbark Hickory

WHAT KIND OF URBAN FOREST DO WE WANT IN FARMINGTON?

Does the city want trees in the boulevard?

- Yes, in tree receptive boulevards where trees can thrive and be maintained for long-term tree health.

Do we want the city and residents to plant trees in the boulevard?

- City, when we have resources (grants, infrastructure improvement projects)
- Property owners when we can assure it's done properly.

Do we need to change the city's approach to landscaping/planting in boulevard?

- Yes

RECOMMENDATION

Define boulevards in the city that are tree receptive

- Minimum boulevard spacing

Recommended species list

- Discourage/limit the planting of maples (monoculture)

Free boulevard tree planting permit for residents

- Ensure new standards are communicated

Tree Contractor List

- Check Insurance
- Verify they are registered with the state

Update to city code

- Address landscaping around trees
- Have code reflect decisions made
- Update language that is inapplicable

TREE MAINTENANCE 7-6-4

7-6-4: TREE MAINTENANCE:
The natural resources program is designed to prescribe various levels of maintenance to City boulevard trees located within City boulevards.

(A) Planting Requirements: The City will review all planting of trees and shrubs within "City boulevards", defined as the area between property lines on either side of all streets, avenues, or ways within the City.

(B) Replacement Of Trees:

1. The City shall be responsible for removing existing boulevard trees that have died, are dying, or sustained severe damage. The City shall replace trees on designated boulevard tree routes as requested by the property owner and where deemed feasible by the tree inspector.

2. The owner of any lot of record may, at his or her own risk, replace a dead boulevard tree in the front yard of the home outside of side yard drainage and utility easements at eight feet (8') from the property line in front yard drainage and utility easements.

BOULEVARDS; ALLOWABLE USES 8-1-5

8-1-5: BOULEVARDS; ALLOWABLE USES:

(A) No person shall install any structure or improvement or plant any materials in the City boulevard except at the person's own risk as follows:

1. Boulevard trees as allowed on any lot of record existing on the original adoption date of this chapter under subsections 10-6-10(F) and (G) of this Code; (Ord. 008-582, 5-5-2008)
2. Sidewalks meeting minimum and maximum City design standards;
3. Driveways meeting minimum and maximum City design standards;
4. Annual or perennial flowers, shrubbery not exceeding three feet (3') in height;
5. Split rail fences;
6. Planters not exceeding two feet (2') in height or closer than three feet (3') from the back of the curb or paved surface;
7. Underground sprinkler systems;
8. Boulevard sod as specified in subsection 11-5-3(F) of this Code;
9. Decorative rock and tree bark.

(B) "City boulevard" shall be defined as the area between property lines on either side of all streets, avenues or ways within the City.

(C) Before any digging occurs within a boulevard, the owner or persons performing the work shall contact Gopher State One Call at least forty eight (48) hours in advance of beginning the work. (Ord. 095-354, 5-15-1995)

(D) The Street Supervisor may remove or cause or order to be removed, any structure, improvement or planting which is in an unsafe condition, causes a safety hazard, or interferes with the performance of City operations or any public utilities. The City shall not be responsible for damages relating to the removal of such structures, improvement, or plantings. (Ord. 015-695, 3-16-2015)

LANDSCAPING 10-6-10

2. Landscape Plan: Developers of new developments must submit a landscape plan to the planning division. The planning division will be responsible for approving appropriate lot frontage and boulevard tree plantings. The lot frontage trees are required in the front yards of lots in new developments. Boulevard trees in new developments shall only be installed on city approved boulevard tree routes. The only exception would be if an agreement is made with a homeowners' association or other such organization where the responsibility to maintain the trees is that of the named organization in perpetuity.

(a) Spacing for Lot Frontage and Boulevard Trees:

(1) Lot frontage trees in new developments shall be installed on private property in the front yard at a minimum spacing of one tree for every forty feet (40') of lot frontage or one tree per lot if forty feet (40') is not feasible. The developer is responsible for installing the lot frontage trees per the landscape plan as required by the development contract. Special planting designs for lot frontage trees need to be approved by the planning division.

(2) Boulevard trees in new developments shall be located on city approved boulevard tree routes and be installed at a minimum spacing of one tree for every forty feet (40') of boulevard frontage or one tree per boulevard frontage if forty feet (40') is not feasible. The developer is responsible for installing the boulevard trees per the landscape plan as required by the development contract.

(b) Location for Lot Frontage and Boulevard Trees:

(1) Lot frontage trees in new developments shall be planted by the developer per the development contract on private property eight feet (8') from the front property line and shall be installed in a parallel line to the front lot line.

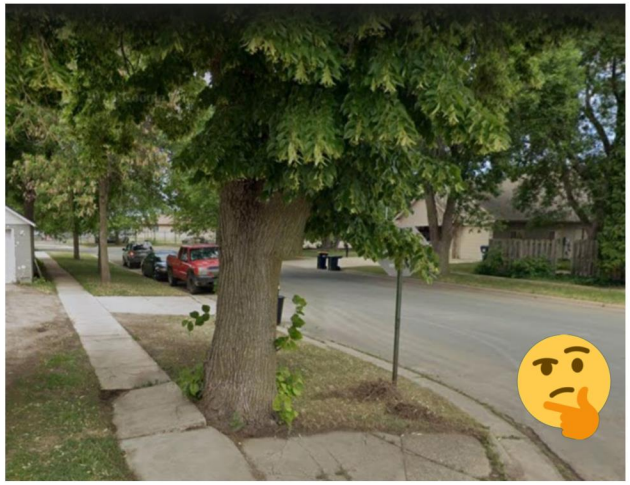
(2) Boulevard trees in new developments shall be planted by the developer per the development contract on city approved boulevard tree routes in the center of the city boulevard width between the property line and curb or the sidewalk and curb. The distance trees may be planted from curbs, sidewalks, trails, or pavement shall be no closer than four feet (4').

(c) Distance from Street Corners and Fire Hydrants: No lot frontage tree, boulevard tree, replacement tree, landscape material or fences shall be located within the triangle of visibility, which is the area within a triangle created by measuring from a point on the curb or edge of the street closest to the center of the intersection, down the front curb lines or edge or intersecting streets thirty feet (30'), and connecting their end points with a straight line. No lot frontage tree, boulevard tree, or replacement tree shall be planted closer than ten feet (10') from any fire hydrant.

(d) Utilities: No lot frontage tree, boulevard tree, or replacement tree may be planted within ten (10) lateral feet of any underground water line or sewer line (sanitary or storm) and two feet (2') from any other underground utility. Gopher State One shall be called to request locations of utilities.

DISCUSSION









10-6-10 CONTINUED

(F) Lot Frontage Tree and Boulevard Tree Species:

1. Prohibited Species:

(a) In no cases shall prohibited species be planted as boulevard trees. Prohibited species are defined as the following trees:

Ash species

Box elder

Evergreens

Ginkgo (female only)

Nondisease resistant elm species

Nonhybrid cottonwood species

Silver maple

(b) In no cases shall prohibited species be planted as lot frontage trees. Prohibited species are defined as the following trees:

Ash species

Box elder

Nondisease resistant elm species

Nonhybrid cottonwood species

Silver maple

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Minutes of the April 1, 2024 Regular City Council Meeting
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Approval of the Regular City Council minutes for April 1, 2024

DISCUSSION:

Not applicable

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

Approve the April 1, 2024 Regular City Council Meeting minutes.

ATTACHMENTS:

04.01.24 Council Minutes

City of Farmington
Regular Council Meeting Minutes
Monday, April 1, 2024

The City Council met in regular session on Monday, April 1, 2024, at Farmington City Hall, 430 3rd Street, Farmington, Minnesota.

1. CALL TO ORDER

Mayor Hoyt called the meeting to order at 7:00 p.m.

2. PLEDGE OF ALLEGIANCE

Mayor Hoyt led everyone in the Pledge of Allegiance.

3. ROLL CALL

Members Present: Mayor Joshua Hoyt
Councilmembers Nick Lien, Katie Porter, and Steve Wilson

Members Absent: Councilmember Holly Bernatz (excused absence)

Staff Present: Lynn Gorski, City Administrator
Julie Flaten, Asst City Administrator/HR Director
Leah Koch, City Attorney
Deanna Kuennen, Community & Economic Development Director
Matt Price, Interim Fire Chief
Kellee Omlid, Parks & Recreation Director
Gary Rutherford, Police Chief
Jim Constantineau, Deputy Police Chief
John Powell, Public Works Director
Shirley Buecksler, City Clerk

4. APPROVE AGENDA

Motion was made by Councilmember Wilson and seconded by Councilmember Porter to approve the agenda as presented. Councilmember porter stated that she will abstain from approval of the Consent Agenda.

Motion carried: 4 ayes / 0 nays

5. ANNOUNCEMENTS / COMMENDATIONS

5.1 Swearing of Police Officers and Sergeant Promotion

A Swearing In Ceremony was held for Police Officers August Kewitsch, Max Theirl, and Dalton Vickery. Andrew Van Dorn was sworn in as a newly promoted Police Sergeant.

6. CITIZENS COMMENTS / RESPONSES TO COMMENTS

None.

7. CONSENT AGENDA

7.1 Minutes of the March 18, 2024 Regular City Council Meeting
7.2 Minutes of the March 18, 2024 Work Session
7.3 Temporary On-Sale Liquor License for The Rotary Club of Farmington, May 18, 2024
7.4 Agreement with Michael Hawke
7.5 Professional Services Agreement with HKGi for Planning and Design Services to Support the Development of a City-Wide Wayfinding Plan
7.6 2023 Fund Transfers
7.7 Payment of Claims
7.8 Professional Services Agreement with Alliant Engineering, Inc. for the Dushane Parkway/Spruce Street Intersection Study
7.9 Quotes and Award of Contract for the 2024 Spring Park Planting
7.10 Quotes and Award of Contract for the Spring 2024 Boulevard Stump Removals
7.11 Staff Recommendations and Changes, Including:

- Appointment of Lawrence (Joe) Pluta as full-time Public Works Worker
- Appointment of several seasonal workers:
  - Zachary LaMotte as a Public Works Worker
  - Brynn Larson as a Skate Instructor
  - Anna Goodrich as a Recreational Program Assistant
  - Ava Goodrich as a Recreational Program Assistant
  - Josiah Kuennen as a Recreational Program Assistant
  - Lauren Lansing as a Recreational Program Assistant
  - Micah Porter as a Recreational Program Assistant
  - Sadie Spolarich as a Recreational Program Assistant
  - Josilyn Tooley as a Recreational Program Assistant
  - Maya Tracey as a Recreational Program Assistant
- Approval of the Water Resources Specialist position

Motion was made by Councilmember Wilson, seconded by Councilmember Lien, to approve Items 7.1 through 7.10 on the Consent Agenda.

Motion carried: 4 ayes / 0 nays.

Motion was made by Councilmember Wilson and seconded by Councilmember Lien to approve Item 7.11 on the Consent Agenda.

Motion carried: 3 ayes / 0 nays / 1 abstain – Councilmember Porter.

8. PUBLIC HEARINGS

None.

9. AWARD OF CONTRACT

None.

10. PETITIONS, REQUESTS AND COMMUNICATIONS

None.

11. UNFINISHED BUSINESS

None

12. NEW BUSINESS

12.1 Plans and Specifications and Authorize the Advertisement for Bids for the 2024 Street Improvement Project

Motion was made by Councilmember Porter and seconded by Councilmember Lien to approve the plans and specifications and authorize the advertisement for bids for the 2024 Street Improvement Project.

Motion carried: 4 ayes / 0 nays.

13. CITY COUNCIL ROUNDTABLE

City Attorney Koch:

Another judicial announcement. Judge Shawn Moynihan is retiring. He is chambered in Hastings. A vacancy will be open, and the Governor's Office is accepting applications until April 17th.

Councilmember Katie Porter:

The forecast looks great, so we're all getting out there. Watch for kiddos crossing streets and all the extra traffic because there will be foot traffic, pedestrians, bikes, etc. Sports are also underway. Looking forward to spring and summer

Councilmember Wilson:

I'm not a meteorologist but I do think we will have another snowstorm and I do think we still have winter parking restrictions in effect until about April 15th.

I want to give huge kudos to Josh Solinger who runs our liquor operations. He is one of the most enthusiastic individuals I know. One thing that residents may not be aware of is when you shop one of our two liquor stores, there is always a benefit that goes back to the community through a round-up campaign. This month, the campaign is going to our Police K9 Unit and also to Rambling River Park enhancements. So shop local – we've got great customer service, great teams, and you're supporting our community by doing so.

Director Flaten:

The City has been working for months on our new website and, if all goes well, it will go live a week from Thursday.

Director Powell:

I want to thank you, Mayor, for approving our hiring of our second additional Staff maintenance worker in Public Works. Joe Pluta has great experience and he's going to be a fine addition to our team. I look forward to introducing these employees to you at a future meeting.

Director Omlid:

If you haven't been by the Rambling River Park since last Friday, the tennis court fence started coming Friday afternoon. They have started taking up the asphalt for the tennis court in preparation for the new inclusive playground equipment. We are still on track for July 1st. I think the equipment will be delivered on site in the next couple weeks, so we are very excited for the new playground at Rambling River Park.

Interim Chief Price:

Our tender is in its final build, so the Truck Committee and I will be heading down to Florida April 20th to sign for it to be shipped to MacQueen for the remainder of the equipment items mounted onto it. Hopefully in May we will start training and then we'll have our truck in service ceremony. No surprises with the build as of right now.

Mayor Hoyt:

On the Consent Agenda, we approved a contract for 187 stumps to be ground, which is 187 stumps from boulevard trees. Questions come up a lot about the trees coming down and when are the stumps coming out. We pulled about 700+ trees last year. There are 187 stumps coming out with this approval. We are working on the reforestation plan, and a strategy with doing that effectively and most beneficial for the community.

In regard to our liquor stores, one of the things that gets spurned around is a falsehood and that, somehow by the City being in the liquor operations business, that it's preventing people from coming here to transact. The reality is we don't have businesses telling us that they we would be there if all you do is get out of the liquor operations. So it's not a reality; it's something that we tell ourselves that makes us feel comfortable with why things do or do not happen in the community. On the other side of that, even if that was a scenario where there was this big monster company that wanted to come in and the conversation revolved around liquor. Liquor operations help offset a significant portion of our tax every year, to the tune of a few hundred thousand dollars annually. So if and when a conversation ever were to be had, there are other consequences than just shut the doors and go away. So, again, any time you see a lot of that stuff being thrown out there, it's good to put facts behind it, rather than emotions and falsehoods. But it's not a thing and hasn't been a thing in at least the last six years that I'm aware of or our team is aware of. Liquor operations is a great added benefit to the community. It helps offset our levy, puts dollars into funds that otherwise would come out of property taxes,

so there are different ways to diversify our base and that's one of them we are using right now.

14. ADJOURNMENT

Motion was made by Councilmember Porter and seconded by Councilmember Wilson to adjourn the meeting at 7:37 p.m.

Motion carried: 4 ayes / 0 nays.

Respectfully submitted,

Shirley R Buecksler
City Clerk

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Shirley Buecksler, City Clerk
Department: Administration
Subject: Temporary On-Sale Liquor License for Star of the North Council No. 276, Allied Masonic Degrees, June 15, 2024
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Approval of a Temporary On-Sale Liquor License for Star of the North Council No. 276, Allied Masonic Degrees, for an event to be held on June 15, 2024 at 326 Third Street, Farmington.

DISCUSSION:

The Star of the North Council No. 276, Allied Masonic Degrees, is hosting an event on June 15, 2024 and is requesting approval of a Temporary On-Sale Liquor License. The event will be held indoors at 326 Third Street, Farmington.

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

Staff recommends approval of a Temporary On-Sale Liquor License for Star of the North Council No. 276, Allied Masonic Degrees, for an event to be held on June 15, 2024 at 326 Third Street, Farmington.

ATTACHMENTS:

Temp On-Sale Liquor License 06.15.24

Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

APPLICATION AND PERMIT FOR A 1 DAY TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization	Date of organization	Tax exempt number
Star of the North Council No. 276, Allied Masonic Degrees	02 AUG 1992	

Organization Address (No PO Boxes)	City	State	Zip Code
326 Third Street	Farmington	Minnesota	55024

Name of person making application	Business phone	Home phone
Clinton Christensen	612-598-9122	

Date(s) of event: 15 JUN 2024

Type of organization: ☐ Microdistillery ☐ Small Brewer ☐ Club ☒ Charitable ☐ Religious ☐ Other non-profit

Organization officer's name	City	State	Zip Code
Eddie L. Morse	Eagan	Minnesota	55122
Joseph J. Anderson	Maple Grove	Minnesota	55369
John Helcl, II	South Saint Paul	Minnesota	55075

Location where permit will be used. If an outdoor area, describe.
In door dinner celebration with wine.

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.
General event insurance. Event Helper. $1 million coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Farmington
City or County approving the license

4.15.2024
Date Approved

N/A
Fee Amount

6.15.2024
Permit Date

Event in conjunction with a community festival ☐ Yes ☑ No

SBuecksler@FarmingtonMN.gov
City or County E-mail Address

23,636
Current population of city

Shirley R Buecksler, City Clerk
Please Print Name of City Clerk or County Official

Shirley R Buecksler, City Clerk
Signature City Clerk or County Official

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event
No Temp Applications faxed or mailed. Only emailed.
ONE SUBMISSION PER EMAIL, APPLICATION ONLY.
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. ***E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US***

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Josh Lawrenz, Building Official
Department: Community Development
Subject: First Quarter 2024 New Construction Activity Report
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The following report summarize the new construction activity and permits issued during the first quarter of 2024 and contains projected population growth estimates.

DISCUSSION:

First Quarter Building Permit Information

During the first quarter of the 2024 building construction season (January 1st through March 31st), the Building Inspections Department issued 21 permits for new single-family homes and 17 permits for townhouses.

This was a sharp increase over the first quarter of 2023, where there was a total of 5 permits issued for new single-family homes during the same time period.

During the first quarter, the Building Inspections Department performed 25 inspections daily. Individual inspectors perform 8-10 inspections daily along with plan review and assisting the public with code related questions and inquires.

The average building valuation for single family homes during the first quarter of 2024 was $223,800 with a total single-family/townhouse valuation of $8,504,400.

(Note that the valuation averages do not represent the average sale price or market value of the homes in question, since they do not include the value of the lot or any amenities added to the home which are not a factor in the building code formula.)

Projected 1st quarter population estimate is 24,399 (certificate of occupancies x 2.93 factor).

First Quarter Inspection Activity

Building Inspections	1,382	Electrical Inspections	237
Mechanical Inspections	52	Total Inspections Performed	1,746
Plumbing Inspections	75	Average Daily Building Inspections	25

BUDGET IMPACT:

None

ACTION REQUESTED:

For information only. No action is required.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kim Sommerland, Finance Director
Department: Finance
Subject: Payment of Claims
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Attached is the list of check and electronic payments for the period of 03/27/2024-04/10/2024 for approval.

DISCUSSION:

Not applicable

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

Approve payment of claims.

ATTACHMENTS:

Council Summary Payment of Claims 04-15-2024

CITY OF FARMINGTON
SUMMARY PAYMENT OF CLAIMS
April 15, 2024

CLAIMS FOR APPROVAL 03/27/2024 - 04/10/2024:

CHECK PAYMENTS	$	735,155.14
ELECTRONIC PAYMENTS	$	230,463.96
TOTAL	$	965,619.10

The City Council receives a detail list of claims paid that is available to the public upon request.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Julie Flaten, Asst City Admin/HR Director
Department: HR
Subject: Staff Changes and Recommendations
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Approve the appointment of Bradley Altermatt as a part time Liquor Store Clerk and Logan Stenson as a Seasonal Arena Supervisor.

DISCUSSION:

Bradley Altermatt has been selected to join the Farmington Liquor Store team.

BUDGET IMPACT:

Wages are included in the 2024 budget.

ACTION REQUESTED:

Approve the appointment of Bradley Altermatt as a part time Liquor Store Clerk and Logan Stenson as a Seasonal Arena Supervisor.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kellee Omlid, Parks & Recreation Director
Department: Parks & Recreation
Subject: Johnson Controls Planned Service Agreement
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The City has recently had an annual agreement for planned service for the building automation system, Metasys, at City Hall. Metasys handles the HVAC system, which includes mobile access, critical email/text/phone alert notifications, space-by-space status information, and continuous security improvements.

DISCUSSION:

The City has an agreement with Johnson Controls for planned services on the Metasys system at City Hall. The agreement is due for renewal and is for a one-year term. The planned services include upgrading the Application and Data Server (ADS) software to the latest Metasys release. Attached is the Planned Services Agreement which includes the proposal to complete the upgrade to the system.

The City Attorney reviewed the attached agreement and found it to be acceptable.

BUDGET IMPACT:

The cost of the planned services for the year is $6,825. The cost of these planned services Johnson Controls will be providing to the City will be funded through the Building Repair / Maintenance Funds in the General Fund.

ACTION REQUESTED:

Approve the attached agreement with Johnson Controls for planned services for the Metasys system at City Hall.

ATTACHMENTS:

Johnson Controls Agreement for Planned Services

Customer
CITY OF FARMINGTON

Local Johnson Controls Office
2605 FERNBROOK LN N.
PLYMOUTH, MN 55447-4736

Agreement Start Date:
04/01/2024

Proposal Date
11/21/2023

Estimate No:
1-1OAVN2DL



Partnering with you to deliver value-driven solutions

Every day, we transform the environments where people live, work, learn and play. From optimizing building performance to improving safety and enhancing comfort, we are here to power your mission.

A Planned Service Agreement with Johnson Controls provides you with a customized service strategy designed around the needs of your facility. Our approach features a combination of scheduled, predictive and preventative maintenance services that focus on your goals.

As your building technology services partner, Johnson Controls delivers an unmatched service experience delivered by factory-trained, highly skilled technicians who optimize operations of the buildings we work with, creating productive and safe environments for the people within.

By integrating our service expertise with innovative processes and technologies, our value-driven planned service solutions deliver sustainable results, minimize equipment downtime and maximize occupant comfort.

With more than a century of healthy buildings expertise, Johnson Controls leverages technologies to successfully deliver smart solutions to facilities worldwide.

FROST & SULLIVAN

2020 Award | North American Company of the Year for Innovation in Smart Connected Chillers

Johnson Controls was recognized by Frost & Sullivan as the 2020 North American Company of the Year for innovation in the Smart connected Chillers market

Executive summary

Planned service proposal for CITY OF FARMINGTON

Dear Kellee Omlid,

We value and appreciate your interest in Johnson Controls as a service provider for your building systems and are pleased to provide a value-driven maintenance solution for your facility. The enclosed proposal outlines the Planned Service Agreement we have developed on your facility.

Details are included in the Planned Service Agreement summary (Schedule A), but highlights are as follows:

- In this proposal we are offering a service agreement for 1 Year starting 04/01/2024 and ending 03/31/2025.
- The agreement price for first year is $6,825.00; see Schedule A, Supplemental Price and Payment Terms, for pricing in subsequent years.
- The equipment options and number of visits being provided for each piece of equipment are described in Schedule A, Equipment list.

As a manufacturer of both mechanical and controls systems, Johnson Controls has the expertise and resources to provide proper maintenance and repair services for your facility.

Again, thank you for your interest in Johnson Controls and we look forward to becoming your building technology services partner.

Please contact me if you have any questions. Sincerely,

Jeremy Glaser
Service Manager
(866) 854-4733

The power behind **your mission**

Planned Service Agreement

Customer Name:	CITY OF FARMINGTON
Address:	430 3RD ST FARMINGTON, MN 55024-1355
Proposal Date:	11/21/2023
Estimate #:	1-1OAVN2DL

Scope of Service

Johnson Controls, Inc. ("JCI") and the Customer (collectively the "Parties") agree Preventative Maintenance Services, as defined in Schedule A ("Services"), will be provided by JCI at the Customer's facility. This Planned Service Agreement, the Equipment List, Supplemental Price and Payment Terms, Terms and Conditions, and Schedules attached hereto and incorporated by this reference as if set forth fully herein (collectively the "Agreement"), cover the rights and obligations of both the Customer and JCI.

Extended Service Options for Premium Coverage

If Premium Coverage is selected, on-site repair services to the equipment will be provided as specified in this Agreement for the equipment listed in the attached Equipment List.

Equipment List

Only the equipment listed in the Equipment List will be covered as part of this Agreement. Any changes to the Equipment List must be agreed upon in writing by both Parties.

Term / Automatic Renewal

This Agreement takes effect on 04/01/2024 and will continue until 03/31/2025 ("Original Term"). The Agreement will automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least (90) days prior to the end of the Original Term or of any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term". Renewal price adjustments are discussed in the Terms and Conditions.

Refrigerant Charges

Refrigerant is not included under this Agreement and will be billed separately to the Customer by JCI.

Price and Payment Terms

The total Contract Price for JCI's Services during the first year of the Original Term is $6,825.00. This amount will be paid to JCI in advance in Annual installments. Pricing for each subsequent year of a multiyear Original Term is set forth in the Supplemental Price and Payment Terms. Unless otherwise agreed to by the parties, All payments will be due upon receipt. Renewal price adjustments are set forth in the Terms and Conditions.

Invoices will be sent to the following location:

CITY OF FARMINGTON
ATTN JOANN EAGEN
430 THIRD STREET
FARMINGTON, MN 55024

To ensure that JCI is compliant with your company's billing requirements, please provide the following information:

PO is required to facilitate billing:

☐ No: This signed contract satisfies requirement

☐ YES: Please reference this PO number:

AR Invoices are accepted via e-mail:

☐ YES: E-mail address to be used:
☐ No: Please submit invoices via mail
☐ No: Please submit via:

This proposal is valid for thirty days from the proposal date.

JOHNSON CONTROLS Inc.

JCI Manager:	**Customer Manager:**
JCI Manager Signature:	**Customer Manager Signature:**
Title: **Date:**	**Title:** **Date:**
	Customer Manager:
	Customer Manager Signature:
	Title: **Date:**

JCI Branch: JOHNSON CNTRL MINNEAPOLIS ROCHESTER MN CB - 0N53
Address: 2605 FERNBROOK LN N.
PLYMOUTH, MN 55447-4736
Branch Phone: (866) 854-4733
Branch Email:

230467v1

Schedule A - Equipment List

FARMINGTON CITY HALL	**430 3RD ST** **FARMINGTON, MN 55024-1355**

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, Tools

Quantity: 1
Coverage Level: Basic

Services Provided

1 Tool Bundle Metasys, New

Customer Tag	Manufacturer	Model #	Serial #

Product: Controls Software, Supervisory/Server/UI, Johnson Controls, ADS

Quantity: 1
Coverage Level: Basic

Services Provided

1 ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only

Customer Tag	Manufacturer	Model #	Serial #

Equipment tasking

	Controls Software, Supervisory/Server/UI, Johnson Controls, ADS
ADS Site Dir Software Subscription 1-year (up to 4 engines) - Subscription Only	All work must be performed in accordance with Johnson Controls safety policies Check with appropriate customer representative for operational deficiencies Upgrade ADS software to latest Metasys release Document tasks performed during visit and report any observations to appropriate customer representative
	Controls Software, Supervisory/Server/UI, Johnson Controls, Tools
Tool Bundle Metasys, New	All work must be performed in accordance with Johnson Controls safety policies

Supplemental Price & Payment Terms (Applies to Multi-Year Contracts Only)

Year	Total Annual Dollar Amount	Payment Frequency

Special Additions and Exceptions

Benefits of planned service

A Planned Service Agreement with Johnson Controls will allow you to optimize your building's facility performance, providing dependability, sustainability and energy efficiency. You'll get a value-driven solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.



With this Planned Service Agreement, Johnson Controls can help you achieve the following five objectives:

1. **Identify energy savings Opportunities** Since HVAC equipment accounts for a major portion of a building's energy usage, keeping your system performing at optimum levels may lead to a significant reduction in energy costs.
2. **Reduce future repair costs**
   Routine maintenance may maximize the life of your equipment and may reduce equipment breakdowns.
3. **Extend asset life**
   Through proactive, factory-recommended maintenance, the life of your HVAC assets may be extended, maximizing the return on your investment.
4. **Ensure productive environments**
   Whether creating a comfortable place where employees can be productive or controlling a space to meet specialized needs, maintenance can help you achieve an optimal environment for the work that is being accomplished
5. **Promote environmental health and safety**
   When proper indoor conditions and plant requirements are maintained, business outcomes may be improved by minimizing sick leave, reducing accidents, minimizing greenhouse gas emissions and managing refrigerant requirements.

All of the services we perform on your equipment are aligned with "The 5 Values of Planned Maintenance" and our technicians understand how the work they perform can help you accomplish your business objectives.

Our partnership

Personalized account management

A Planned Service Agreement also provides you with the support of an entire team that knows your site and can closely work with you on budget planning and asset management. Your local Johnson Controls account management team can help guide planned replacement, energy retrofits and other building improvement projects. You'll have peace of mind that an entire team of skilled professionals will be looking out for what is best for your facility and budget.

A culture of safety

Johnson Controls technicians take safety seriously and personally, and integrate it into everything they do. All of our technicians participate in regular and thorough safety training. Because of their personal commitment, we are a leader in the HVAC service industry for workplace safety performance. This means that you do not have to worry about us when we are on your site.

Commitment to customer satisfaction

Throughout the term of your Planned Service Agreement, we will periodically survey you and use your feedback to continue to make improvements to our service processes and products. Our goal is to deliver the most consistent and complete service experience possible. To meet this goal, we've developed and implemented standards and procedures to ensure you receive the ultimate service experience – every time.

Energy & sustainability

A more sustainable world one building at a time – Johnson Controls is a company that started more than 125 years ago with a product that reduced energy use in buildings. We've been saving energy for customers ever since. Today, Johnson Controls is a global leader in creating smart environments where people live, work and play, helping to create a more comfortable, safe and sustainable world.

The value of integrity

Johnson Controls has a long, proud history of integrity. We do what we say we will do and stand behind our commitments. Our good reputation builds trust and loyalty. In recognition for our commitment to ethics across our global operations, we are honored to be named one of the World's Most Ethical Companies by Ethisphere Institute, a leading think tank dedicated to business ethics and corporate social responsibility. In addition, Corporate Responsibility Magazine recognizes Johnson Controls as one of the top companies in its annual "100 Best Corporate Citizens" list.

Service delivery

As part of the delivery of this Planned Service Agreement, Johnson Controls will dedicate a local customer service agent responsible for having a clear understanding of the agreement scope, and your facility procedures and protocols.

A high-level overview around our service delivery process is outlined below including scheduling, emergency service, on-site paperwork, communication and performing repairs outside of the agreement scope.

Scheduling

Preventative maintenance service will be scheduled using our automated service management system. In advance of the scheduled service visit, our technician is sent a notice of service to a smartphone. Once the technician acknowledges the request, your customer service agent will call or e-mail your on-site contact to let you know the start date and type of service scheduled.

The technician checks in, wears personal protective equipment, performs the task(s) as assigned, checks out with you and asks for a screen capture signature on the smartphone device. A work order is then e-mailed, faxed or printed for your records.

Emergency services

Emergency service can be provided 7 days a week, 24 hours a day, 365 days a year. During normal business hours, emergency service will be coordinated by the customer service agent. After hours, weekends and holidays, the emergency service number transfers to the Johnson Controls after-hours call center and on-call technicians are dispatched as needed.

Johnson Controls is committed to dispatching a technician within hours of receiving your call through the service line. A work order is e-mailed, faxed or printed for your records. Depending on the terms of your agreement, you may incur charges for after hour services.

Communication

A detailed communication plan will be provided to you so you know how often we will provide information to you regarding your Planned Service Agreement. The communication plan will also provide you with your main contacts at Johnson Controls.

Approval process for non-covered items

Johnson Controls will adhere to your procurement process. No work will be performed outside of the agreement scope without prior approval. Johnson Controls will work with you closely to ensure your procurement process is followed before any non-covered item work is started.

Summary of services and options

Comprehensive and operational inspections

During comprehensive and operational inspections, Johnson Controls will perform routine checks of the equipment for common issues caused by normal wear and tear on the equipment. Additional tests can be run to confirm the equipment's performance.

Routine maintenance, such as lubrication, cleaning and tightening connections, can be performed depending on the type of equipment being serviced. Routine maintenance is one of the keys to the five values of maintenance – it can help identify energy saving opportunities, reduce future repair costs, extend asset life, ensure productive environments, and promote health and safety.

Customer Portal / Service Information Access

The Johnson Controls customer portal is the online gateway to easily access various elements of your service information. This real-time, self-service mechanism is just one more way for you to stay in touch with our service within your facilities. Using the internet, you can view service call history by location, monitor agreements, as well as view asset and invoice information.

Summary

Thank you for considering Johnson Controls as your building technology services partner. The following agreement document includes all the details surrounding your Planned Service Agreement.

With planned service from Johnson Controls, you'll get a value-driven solution that can help optimize your building controls and equipment performance, providing dependability, sustainability and energy efficiency. You'll get a solution that fits your specific goals, delivered with the attention of a local service company backed by the resources of a global organization.

The power behind **your mission**

TERMS AND CONDITIONS DEFINITIONS (REV 8/23)

DIGITAL ENABLED SERVICES mean services provided hereunder that employ JCI software and related equipment installed at Purchaser facilities and JCI cloud-hosted software offerings and tools to improve, develop, and enable such services. Digital Enabled Service may include, but are not limited to, (a) remote servicing and inspection, (b) advanced equipment fault detection and diagnostics, and (c) data dashboarding and health reporting.

CONTRACT PRICE means the price that Customer shall pay to JCI for the Services.

COVERED EQUIPMENT means the equipment for which Services are to be provided under this Agreement. Covered Equipment is set forth in Schedule A - Equipment List.

EQUIPMENT FAILURE means the failure, under normal and expected working conditions, of moving parts or electric or electronic components of the Covered Equipment that are necessary for its operation.

PREMISES means those Customer premises where the Covered Equipment is located or Services performed pursuant to this Agreement.

REMOTE MONITORING SERVICES means remote monitoring of Covered Equipment and/or systems including building automation, HVAC equipment, and fire alarm, intrusion, and/or other life safety systems for alarm and event notifications using a UL Certified Central Station.

REMOTE OPERATIONS CENTER (ROC) is the department at JCI that remotely monitors alarm and industrial (HVAC) process signals.

REMOTE OPERATING SERVICES means remote interrogation, modification and/or operation of building automation, HVAC equipment, and/or other Covered Equipment.

REPAIR LABOR is the labor necessary to restore Covered Equipment to working condition following an Equipment Failure, but does not include services relating to total equipment replacement due to obsolescence or unavailability of parts.

REPAIR MATERIALS are the parts and materials necessary to restore Covered Equipment to working condition following an Equipment Failure, but excludes total equipment replacement due to obsolescence or unavailability of parts, unless excluded from the Agreement. At JCI's option, Repair Materials may be new, used, or reconditioned.

SCHEDULED SERVICE MATERIALS are the materials required to perform Scheduled Service Visits on Covered Equipment, unless excluded from the Agreement.

SCHEDULED SERVICE VISITS are the on-site labor visits required to perform JCI recommended inspections and preventive maintenance on Covered Equipment.

SERVICES are the work, materials, labor, service visits, and repairs to be provided by JCI pursuant to this Agreement except that the Services do not include the Connected Equipment Services or the provision of other software products or digital or cloud services, which are provided under separate terms and conditions referenced in Section P.

A. JCI'S SERVICES FOR COVERED EQUIPMENT

1. BASIC COVERAGE means Scheduled Service Visits, plus Scheduled Service Materials (unless excluded from this Agreement). No parts, equipment, Repair Labor or Repair Materials are provided for under BASIC COVERAGE.

2. [DELETED]

3. EXTENDED SERVICE means Services performed outside JCI's normal business hours and is available only if Customer has PREMIUM COVERAGE. Extended Service is available either 24/5 or 24/7, at Customer's election. The price for Extended Service, if chosen by Customer, is part of the total Contract Price.

4. REMOTE MONITORING SERVICES OR REMOTE OPERATING SERVICES. If Remote Monitoring Services or Remote Operating Services are provided, Customer agrees to furnish JCI with a list of the names, titles, addresses, email addresses, and phone numbers of all persons authorized to be contacted by, or be able to contact the ROC to perform specific agreed upon actions with the appropriate authority. If JCI's Services include "Remote Monitoring Services with Open and Close," Customer also agrees to furnish JCI with Customer's daily and holiday opening and closing schedules. Customer agrees to maintain and update the call lists with accurate information. Customer further agrees to notify JCI of such changes as soon as possible. JCI/ROC is not responsible to find new contacts/numbers if the contacts on the call lists cannot be reached. A maximum of three contacts are allowed for any time of the day. If none of those contacts can be reached, then neither JCI nor the ROC are responsible for damages.

5. CUSTOMER SERVICE INFORMATION PORTAL. Customer may be able to utilize JCI's Customer Service Information Portal during the term of the Agreement, pursuant to the then applicable Terms of Use Agreement.

B. OUT OF SCOPE SERVICES

1. If, during any Service Visit, JCI detects a defect in any of Customer's equipment that is not Covered Equipment under this Agreement (an "Out of Scope Defect"), JCI shall notify Customer of such Out of Scope Defect. If Customer elects for JCI to repair such Out of Scope Defect, or if JCI otherwise performs any Services or provides any materials, parts, or equipment outside the scope of the Services (collectively, "Out of Scope Services"), Customer shall direct JCI to perform such Out of Scope Services in writing, and Customer shall pay for such Out of Scope Services at JCI's standard fees or hourly rates. Any Out of Scope Services performed by JCI at the direction of Customer pursuant to this Section shall be subject to the Customer Terms in effect as of the Effective Date (the "Customer Terms"), which Customer Terms are incorporated into this Agreement by this reference and attached hereto as Exhibit A. If there is any conflict or dispute between this Agreement and any of the Exhibits, this Agreement shall control..

C. EXCLUSIONS

JCI's Services and warranty obligations expressly exclude:

(a) the repair or replacement of ductwork, casings, cabinets, structural supports, tower fill/slats/basin, hydronic and pneumatic piping, and vessels, gaskets, and piping not normally replaced or maintained on a scheduled basis, and removal of oil from pneumatic piping;

(b) disposal of hazardous wastes (except as otherwise expressly provided herein);

(c) disinfecting of chiller condenser water systems and other components for biohazards, such as but not limited to, Legionella unless explicitly set forth in the scope of services between the parties. Unless explicitly provide for within the scope of services, this is Out of Scope Services and the Customer's exclusive responsibility to make arrangements for such services with a provider other than JCI. Mentions of chiller tube cleaning, condenser cleaning, cooling tower cleaning or boiler tube cleaning in any scope of services, only involve work to remove normal buildup of debris and scale using tube brush cleaning, pressure washing or acid flushing. Reference to such cleaning does not include chemical cleaning, disinfection or chemical water treatment required to eliminate, control or disinfect against biohazards such as but not limited to Legionella;

(d) refrigerant; supplies, accessories, or any items normally consumed during the use of Covered Equipment, such as ribbons, bulbs and paper;

(e) the furnishing of materials and supplies for painting or refinishing equipment;

(f) the repair or replacement of wire in conduit, buried cable/transmission lines, or the like, if not normally replaced or maintained on a scheduled basis;

(g) replacement of obsolete parts; and

(h) damages of any kind, including but not limited to personal injury, death, property damage, and the costs of repairs or service resulting from:

- abuse, misuse, alterations, adjustments, attachments, combinations, modifications, or repairs to Covered Equipment not performed, provided, or approved in writing by JCI;
- equipment not covered by this Agreement or attachments made to Covered Equipment;
- acts or omissions of the Customer, including but not limited to the failure of the Customer to fulfill the Customer Obligations and Commitments to JCI as described in Section F of this Agreement, operator error, Customer's failure to conduct preventive maintenance, issues resulting from Customer's previous denial of JCI access to the Covered Equipment, and Customer's failure to keep the site clean and free of dust, sand, or other particles or debris, unless such conditions are previously expressly acknowledged by JCI in writing;
- use of the Covered Equipment in a manner or environment, or for any purpose, for which it was not designed by the manufacturer;
- site-related and environmental conditions, including but not limited to power failures and fluctuations in electrical current (or "power surges") and biohazards such as but not limited to Legionella associated with condenser water, cooling tower systems and subcomponent systems;
- the effects of erosion, corrosion, acid cleaning, or damage from unexpected or especially severe freezing weather;
- issues or failures not specifically covered by this Agreement; or
- occurrences beyond JCI's reasonable control and without JCI's fault or negligence.

D. PAYMENT TERMS; PRICE ADJUSTMENTS

Unless otherwise agreed by the parties in writing, fees for Services to be performed shall be paid annually in advance. Fees and other amounts due hereunder are due upon receipt of the invoice, which shall be paid by Customer via electronic delivery via EFT/ACH . Such payment is a condition precedent to JCI's obligation to perform Services under the Agreement. Any invoice disputes must be identified in writing by Customer within 21 days of the date of invoice. Payments of any disputed amounts are due and payable upon resolution. Customer acknowledges and agrees that timely payments of the full amounts listed on invoices is an essential term of this Agreement and that failure by Customer to make payment in full when due is a material breach of this Agreement. Customer shall provide financial information requested by JCI to verify Customer's ability to pay for goods or Services. Customer further acknowledges that if there is any amount outstanding on an invoice, it is material to company and will give JCI, without prejudice to any other right or remedy, the right to, without notice: (i) suspend, discontinue or terminate performing any services and/or withhold further deliveries of equipment and other materials, terminate or suspend any unpaid software licenses, and/or suspend JCI's obligations under or terminate this Agreement; and (ii) charge Customer interest on the amounts unpaid at a rate equal to the lesser of one and one half (1.5) percent per month or the maximum rate permitted under applicable law, until payment is made in full. JCI's election to continue providing future services does not, in any way diminish JCI's right to terminate or suspend services or exercise any or all rights or remedies under this Agreement. JCI shall not be liable for any damages, claims, expenses, or liabilities arising from or relating to suspension of services for non-

payment. In the event that there are exigent circumstances requiring services or the JCI otherwise performs services at the premises following suspension, those services shall be governed by the terms of this Agreement unless a separate contract is executed. If Customer disputes any late payment notice or JCI's efforts to collect payment. Customer shall immediately notify JCI in writing and explain the basis of the dispute.

This Agreement is entered into with the understanding that the Services to be provided by JCI are not subject to any local, state, or federal prevailing wage statute. If it is later determined that local, state, or federal prevailing wage rates apply to the Services to be provided by JCI, JCI reserves the right to issue a modification or change order to adjust the wage rates to the required prevailing wage rate. Customer agrees to pay for the applicable prevailing wage rates. All stated prices are exclusive of and Customer agrees to pay any taxes, fees, duties, tariffs, false alarm assessments, installation or alarm permits and levies or other similar charges imposed and/or enacted by a government, however designated or imposed, including but not limited to value-added and withholding taxes that are levied or based upon the amounts paid under this Agreement. If this Agreement is renewed, JCI will provide Customer with notice of any adjustments in the Contract Price applicable to any Renewal Term. Unless Customer terminates this Agreement in writing at least ninety (90) days prior to the end of the then-current Term, the adjusted Contract Price shall be the price for the Renewal Term. Prices for products covered by this Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment and regardless of Customer's acceptance of the JCI's proposal or quotation, to reflect any increase in JCI's cost of raw materials (e.g., steel, aluminum) inability to secure Products, changes or increases in law, labor, taxes, duties, tariffs or quotas, acts of government, any similar charges, or to cover any extra, unforeseen and unusual cost elements.

E. WARRANTIES

JCI warrants its Services will be provided in a good and workmanlike manner for 90 days from the date of Services. If JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will re-perform any non-conforming Services at no additional charge within a commercially reasonable time of the notification.

If JCI installs or furnishes a piece of equipment under this Agreement, JCI warrants that equipment labeled JCI shall be free from defects in material and workmanship arising from normal usage for a period of 90 days. No warranty is provided for third-party products and equipment installed or furnished by JCI. Such products and equipment are provided with the third-party manufacturer's warranty to the extent available, and JCI will transfer the benefits, together with all limitations, of that manufacturer's warranty to Customer. All transportation charges incurred in connection with the warranty for equipment and/or materials not covered under this Agreement shall be borne by Customer. Except as provided herein, if JCI receives written notice of a breach of this warranty prior to the end of this warranty period, JCI will repair or replace (at JCI's option) the defective equipment.

These warranties do not extend to any Services or equipment that have been misused, altered, or repaired by Customer or third parties without the supervision of and prior written approval of JCI, or if JCI serial numbers or warranty decals have been removed or altered. All replaced parts or equipment shall become JCI's property. This warranty is not assignable. Warranty service will be provided during normal business hours, excluding holidays. The remedies set forth herein shall be Customer's sole and exclusive remedy with regards to any warranty claim under this Agreement. Any lawsuit based upon the warranty must be brought no later than one (1) year after the expiration of the applicable warranty period. This limitation is in lieu of any other applicable statute of limitations. **CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT THESE WARRANTIES ARE JCI'S SOLE WARRANTIES AND TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** JCI makes no and specifically disclaims all representations or warranties that the services, products, software or third party product or software will be secure from cyber threats, hacking or other similar malicious activity, or will detect the presence of, or eliminate, prevent, treat, or mitigate the spread, transmission, or outbreak of any pathogen, disease, virus or other contagion, including but not limited to COVID 19.

F. CUSTOMER OBLIGATIONS AND COMMITMENTS TO JCI

1. Customer warrants it has given JCI all information concerning the condition of the Covered Equipment. The Customer agrees and warrants that, during the Term of this Agreement, Customer will:

(1) operate the Covered Equipment according to the manufacturer's and/or JCI's recommendations;

(2) keep accurate and current work logs and information about the Covered Equipment as recommended by the manufacturer and/or JCI;

(3) provide an adequate environment for Covered Equipment as recommended by the manufacturer and/or JCI, including, but not limited to adequate space, electrical power, water supply, air conditioning, and humidity control;

(4) notify JCI immediately of any Covered Equipment malfunction, breakdown, or other condition affecting the operation of the Covered Equipment;

(5) provide JCI with safe access to its Premises and Covered Equipment at all reasonable and necessary times for the performance of the Services;

(6) allow JCI to start and stop, periodically turn off, or otherwise change or temporarily suspend equipment operations so that JCI can perform the Services required under this Agreement;

(7) as applicable, provide proper condenser, cooling tower and boiler water treatment for the proper functioning of Covered Equipment and protect against any environmental issues and instances of biohazards such as but not limited to Legionella;

(8) carefully and properly set and test the intrusion alarm system each night or at such other time as Customer shall close the Premises;

(9) obtain all necessary licenses and permits required for and pay all taxes associated with the Services;

(10) notify JCI immediately of any claimed inadequacy in, or failure of, the Covered Equipment or other condition affecting the operation of the Covered Equipment;

(11) furnish any necessary 110 volt A/C power and electrical outlets at its expense;

(12) properly maintain, repair, service, and assure the proper operation of any other property, system, equipment, or device of Customer or others to which the Covered Equipment may be attached or connected, in accordance with manufacturer recommendations, insurance carrier requirements, or the requirements of any fire rating bureau, agency, or other authorities having jurisdiction thereof;

(13) not tamper with, alter, adjust, disturb, injure, remove, or otherwise interfere with any Covered Equipment (including any related software) and not permit the same to be done;

(14) refrain from causing false alarms, and reimburse JCI for any fine, penalty, or fee paid by or assessed against JCI by any governmental or municipal agency as a result thereof;

(15) be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network") and shall supply JCI secure Network access for providing its services. Products networked, connected to the internet, or otherwise connected to computers or other devices must be appropriately protected by Customer and/or end user against unauthorized access; and

(16) take appropriate measures, including performing back-ups, to protect information, including without limit data, software, or files (collectively "Data") prior to receiving the service or products.

2. Customer acknowledges and understands that unless water treatment for biohazards (such as Legionella) is explicitly included in the services JCI is providing, it is Customer's responsibility to provide such treatment. Customer also acknowledges that its failure to meet the above obligations will relieve JCI of any responsibility for any Covered Equipment breakdown, or any necessary repair or replacement of any Covered Equipment. If Customer breaches any of these obligations, JCI shall have the right, upon written notice to Customer, to suspend its Services until Customer cures such breach.

G. INSURANCE

Customer is responsible for obtaining all insurance coverage that Customer believes is necessary to protect Customer, Customer's property, and persons in or on the Premises, including coverage for personal injury and property damage. THE PAYMENTS CUSTOMER MAKES UNDER THIS AGREEMENT ARE NOT RELATED TO THE VALUE OF THE PREMISES, CUSTOMER'S PROPERTY OR POSSESSIONS, OR THE PERSONS OCCUPYING OR AT ANY TIME PRESENT IN OR ON THE PREMISES, BUT RATHER ARE BASED ON THE COST OF THE SYSTEM AND THE SERVICES, AND TAKE INTO CONSIDERATION THE PROTECTION AFFORDED TO JCI UNDER THIS AGREEMENT. Customer understands that neither the Services nor the Covered Equipment are designed to reduce, but not eliminate, certain risks. JCI does not guaranty that neither the Services nor Covered Equipment will prevent personal injury, unauthorized entrances or fire and smoke damage to the Premises. Customer further agrees that Customer has read and understands the terms and conditions of this Agreement.

JCI shall secure and maintain such insurance as will protect JCI from claims under the Worker's Compensation Acts, automobile liability, and from claims for bodily injury, death, or property damage which may arise from the performance of services under this Agreement. Such insurance shall be written for the following amounts:

Commercial General Liability

$2,000,000 Each Occurrence
$2,000,000 Products/Completed Operations Aggregate
$2,000,000 Annual Aggregate

The following coverages shall be included:

Personal and Advertising Injury Blanket Contractual Liability
Products and Completed Operations Liability

Automobile Liability

**$1,000,000 Combined Single Limit – Bodily Injury & Property Damage Including Owned, Hired & Non-Owned Automobiles

Workers Compensation

Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Employer's Liability with minimum limits are as follows:

- $500,000 – Bodily Injury by Disease per employee
- $500,000 – Bodily Injury by Disease aggregate
- $500,000 – Bodily Injury by Accident

Before commencing work, the Contractor shall provide the Customer a Certificate of Insurance evidencing the required insurance coverage to City.

H. INDEMNITY

JCI and Customer shall each indemnify the other party and its officers, agents, directors, and employees, from any and all damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of third-party claims, demands, or suits for bodily injury (including death) or damage to tangible property to the extent arising out of the negligence or intentional misconduct of the indemnifying party or its employees or agents. Customer expressly agrees that JCI shall be responsible for injury, damage, or loss only to the extent caused directly by JCI's negligence or intentional misconduct. The obligations of JCI and Customer under this section are further subject to sections I and K below.

I. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE PERSONNEL, SUPPLIERS AND VENDORS ("JCI PARTIES") BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (1) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (2) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; (3) BUSINESS INTERRUPTION; OR (4) DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK

SYSTEMS. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE SHALL BE LIMITED TO $250,000. CUSTOMER UNDERSTANDS THAT JCI IS NOT AN INSURER REGARDING THE WORK OR THE SERVICES. JCI SHALL NOT BE RESPONSIBLE FOR ANY DAMAGE OR LOSS THAT MAY RESULT FROM FIRE SAFETY OR SECURITY EQUIPMENT THAT FAILS TO PERFORM PROPERLY OR FAILS TO PREVENT A CASUALTY OR LOSS.

J. FORCE MAJEURE

JCI shall not be liable, nor in breach or default of its obligations under this Agreement, for delays, interruption, failure to render services, or any other failure by JCI to perform an obligation under this Agreement, where such delay, interruption or failure is caused, in whole or in part, directly or indirectly, by a Force Majeure Event. A "Force Majeure Event" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or regulation), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI. If JCI's performance of the work is delayed, impacted, or prevented by a Force Majeure Event or its continued effects, JCI shall be excused from performance under the Agreement. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the scheduled milestones set forth in the Agreement due to a Force Majeure Event, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Force Majeure Event, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

K. ONE-YEAR CLAIMS LIMITATION; FORUM; CHOICE OF LAW

The laws of Minnesota shall govern the validity, enforceability, and interpretation of this Agreement, without regard to conflicts of law principles thereof, and the exclusive venue for any such litigation or arbitration shall be in District Court of the State of Minnesota for Dakota County. The parties waive any objection to the exclusive jurisdiction of the specified forums, including any objection based on forum non conveniens. Except as provided below, no claim or cause of action, whether known or unknown, shall be brought by either party against the other more than one year after the claim first arose. Claims not subject to the one-year limitation include claims for unpaid: (1) contract amounts, (2) change order amounts (approved or requested) and (3) delays and/or work inefficiencies.

L. TERM AND TERMINATION

1. The Original Term is as set forth herein. At the conclusion of the Original Term, this Agreement shall automatically renew and extend for successive terms equal to the Original Term unless the Customer or JCI gives the other written notice it does not want to renew prior to the end of the then-current term (each a "Renewal Term"). The notice must be delivered at least ninety (90) days prior to the end of the Original Term or any Renewal Term. The Original Term and any Renewal Term may be referred to herein as the "Term."

2. Remote Monitoring Services and Remote Operating Services may be immediately canceled by either party if JCI's Remote Operations Center, connecting wires, or monitoring systems are destroyed by fire or other catastrophe, or where the Premises are so substantially damaged that it is impractical to continue Services.

3. If either party fails to perform any of its material obligations under this Agreement, the other party shall provide written notice thereof to the party alleged to be in default. Should the party alleged to be in default fail to respond in writing or take action to cure the alleged default within ten (10) days of receiving such written notice, the notifying party may terminate this Agreement by providing written notice of such termination.

4. If JCI's performance of its obligations becomes impracticable due to obsolescence or unavailability of systems, equipment, or products (including component parts and/or materials) or because the JCI or its supplier(s) has discontinued the manufacture or the sale of the equipment and/or products or is no longer is in the business of providing the Services, JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to Customer.

5. JCI may terminate this Agreement and discontinue any Services if JCI is unable to obtain or continue to support technologies, or for convenience upon forty-five (45) days written notice. JCI will not be liable for any damages or subject to any penalty as a result of any such termination.

6. JCI may terminate this Agreement, or the affected portions, at its sole discretion upon notice to the Customer if JCI's performance of its obligations are prohibited because of changes in applicable laws, regulations or codes.

7. Upon termination of this Agreement for any reason, Customer shall pay to JCI all undisputed amounts owed through the date of termination within thirty (30) days of such termination. Customer shall provide JCI with reasonable access to the Premises to remove the Gateway Device and any other JCI property and to un-program any controls, intrusion, fire, or life safety system, as applicable.

M. ASBESTOS, MOLD, BIOAHAZARDS, AND HAZARDOUS MATERIALS

"Hazardous Materials" means any material or substance that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant, or contaminant under any local, state, or federal law, regulation, or ordinance relating to or addressing public and employee health and safety and protection of the environment, or which is toxic, explosive, corrosive, flammable, radioactive, carcinogenic or otherwise hazardous or which is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product or polychlorinated biphenyls. "Hazardous Materials" specifically includes mold, lead-based paints, biohazards such as but not limited to Legionella and asbestos-containing materials ("ACM"). Neither Customer nor JCI desires to or is licensed to undertake direct obligations relating to the identification, abatement, cleanup, control, removal or disposal of ACM.

JCI will be responsible for removing or disposing of any Hazardous Materials that it uses in providing the Services ("JCI Hazardous Materials") and for the remediation of any areas affected by the release of JCI Hazardous Materials. For other Hazardous Materials that may be present at its

facilities ("Non-JCI Hazardous Materials"), Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials if their presence may affect JCI's performance of the Services. If either Customer or JCI becomes aware of or suspects the presence of Non-JCI Hazardous Materials that may interfere with JCI's Services, it shall immediately stop the Services in the affected area and notify the other party. As between Customer and JCI, Customer shall be responsible at its sole expense for removing and disposing of Non-JCI Hazardous Materials from its facilities and for the remediation of any areas impacted by the release of the Non-JCI Hazardous Materials and must provide a certificate of abatement before JCI will be obligated to perform or continue its Services, unless JCI had actual knowledge that Non-JCI Hazardous Materials were present and acted in disregard of that knowledge, in which case (i) JCI shall be responsible at its sole expense for the remediation of any areas impacted by its release of such Hazardous Materials, and (ii) Customer shall remain responsible at its sole expense for the removal of Hazardous Materials that have not been released and for releases not resulting from JCI's performance of the Services.

N. CUSTOMER DATA

Customer data obtained from the Services is owned by and shall belong to Customer. JCI will access and use Customer data to provide Services to Customer. Except as set forth herein, JCI will not disclose to any third party any individual Customer data acquired through performance of the Services without Customer's consent. Customer agrees that JCI and its subsidiaries, affiliates and approved third party contractors and developers may collect and use Customer data for any reason, as long as any external use of the data is on a de-identified basis that does not personally identify Customer or any individual. Customer hereby grants JCI a perpetual, worldwide, irrevocable, royalty free license to use, modify, manipulate, sublicense, and create derivative works from such data. JCI shall retain all rights to any intellectual property, data, materials and products created as a result of its performance of Services.

O. JCI'S INTELLECTUAL PROPERTY

JCI shall retain all right, title and interest in any (a) work provided to Customer, including without limitation, all software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications thereto ("Deliverables"), and (b) Know-How (defined below) employed by JCI in the creation of the Deliverables or performance of the Services, whether known to JCI prior to, or developed or discovered or acquired in connection with, the performance of its obligations under this agreement. Ownership of all Deliverables and Know-How shall vest solely in JCI and no Deliverables shall be deemed "works made for hire." Without limiting the generality of the foregoing, ownership of all source files used in the course of performing the Services shall remain the exclusive property of JCI. For purposes of this Agreement, "Know-How" means any know-how, processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, or used by JCI in the creation or provision of the Deliverables or in the performance of the Services, and any changes, improvements, or modifications thereto or derivatives thereof.

P. DIGITAL ENABLED SERVICES

Digital Enabled Services; Data. If JCI provides Digital Enabled Services under this Agreement, these Digital Enabled Services require the collection, transfer and ingestion of building, equipment, system time series, and other data to JCI's cloud-hosted software applications. Customer consents to and grants JCI right to collect, ingest and use such data to enable JCI and its affiliates and agents to provide, maintain, protect, develop and improve the Digital Enabled Services and JCI products and services. Customer acknowledges that, while Digital Enabled Services generally improve equipment performance and services, Digital Enabled Services do not prevent all potential malfunction, insure against all loss, or guarantee a certain level of performance. Customer shall be solely responsible for the establishment, operation, maintenance, access, security and other aspects of its computer network ("Network"), shall appropriately protect hardware and products connected to the Network and will supply JCI secure Network access for providing its Digital Enabled Services. If Customer accesses and uses Software that is used to provide the Digital Enabled Services, the Software Terms (defined below) will govern such access and use.

Q. JCI DIGITAL SOLUTIONS

JCI Digital Solutions. Use, implementation, and deployment of the software and hosted software products ("Software") offered under these terms shall be subject to, and governed by, JCI's standard terms for such Software and Software related professional services is attached as Exhibit B. (collectively, the "Software Terms"). Specifically, the JCI General EULA set forth as Exhibit C governs access to and use of software installed on Customer's premises or systems and the JCI Terms of Service, attached as Exhibit D, govern access to and use of hosted software products. The applicable Software Terms are incorporated herein by this reference. Other than the right to use the Software as set forth in the Software Terms, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Software and improvements to the Software. The Software that is licensed hereunder is licensed subject to the Software Terms and not sold. If there is a conflict between the other terms herein and the Software Terms, the Software Terms shall take precedence and govern with respect to rights and responsibilities relating to the Software, its implementation and deployment and any improvements thereto. Notwithstanding any other provisions of this Agreement, unless otherwise agreed, the following terms apply to Software that is provided to Customer on a subscription basis (i.e., a time limited license or use right), (each a "Software Subscription"):

> Each Software Subscription provided hereunder will commence on the date the initial credentials for the Software are made available (the "Subscription Start Date") and will continue in effect until the expiration of the subscription term noted in the applicable statement of work, order or other applicable ordering document . At the expiration of the Software Subscription, such Software Subscription will automatically renew for consecutive one (1) year terms (each a "Renewal Subscription Term"), unless either party provides the other party with a notice of non-renewal at least ninety (90) days prior to the expiration of the then-current term. To the extent permitted by applicable law, Software Subscriptions purchases are non-cancelable, and the sums paid nonrefundable. Fees for Software Subscriptions shall be paid annually in advance, invoiced on the Subscription Start Date and each subsequent anniversary thereof. Customer shall pay all invoiced amounts within thirty calendar days after the date of invoice. Payments not made within such time period shall be subject to late charges as set forth in the Software Terms. Unless otherwise agreed by the parties in writing, the subscription fee for each Renewal Subscription Term will be priced at JCI's then-applicable list price for that Software offering. Any use of Software that exceeds the scope, metrics or volume set forth in this Agreement and applicable SOW will be subject to additional fees based on the date such excess use began.

R. PRIVACY

1. JCI as Processor: Where JCI factually acts as Processor of Personal Data on behalf of Customer (as such terms are defined in the DPA) the terms attached as Exhibit E ("DPA") shall apply.

2. JCI as Controller: JCI will collect, process and transfer certain personal data of Customer and its personnel related to the business

relationship between it and Customer (for example names, email addresses, telephone numbers) as controller and in accordance with JCI's Privacy Notice attached as Exhibit F . Customer acknowledges JCI's Privacy Notice and strictly to the extent consent is mandatorily required under applicable law, Customer consents to such collection, processing and transfer. To the extent consent to such collection, processing and transfer by JCI is mandatorily required from Customer's personnel under applicable law, Customer warrants and represents that it has obtained such consent

S. MISCELLANEOUS PROVISIONS

1. All notices required to be given hereunder shall be in writing and shall be considered properly given if: (a) delivered in person, (b) sent via the United States Postal Service, postage prepaid, registered or certified with return receipt requested, (c) sent by overnight delivery service (e.g., FedEx, UPS), or (d) sent by facsimile, email or other electronic means and confirmed by facsimile, return email or telephone.

2. Neither party may assign this Agreement without the other Party's written consent.

3. If any provision of this Agreement is found to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

4. This Agreement is the entire contract between JCI and Customer and supersedes any prior oral understandings, written agreements, proposals, or other communications between the parties.

5. Customer acknowledges and agrees that any purchase order issued by Customer in connection with this Agreement is intended only to establish payment authority for Customer's internal accounting purposes and shall not be considered to be a counteroffer, amendment, modification, or other revision to the terms of this Agreement. No term or condition included or referenced in Customer's purchase order will have any force or effect and these terms and conditions shall control. Customer's acceptance of any Services shall constitute an acceptance of these terms and conditions. Any proposal for additional or different terms, whether in Customer's purchase order or any other document, unless expressly accepted in writing by JCI, is hereby objected to and rejected.

6. JCI supplies "commercial items" within the meaning of the Federal Acquisition Regulations (FAR), 48 CFR Parts 1-53. As to any customer order for a U.S. Government contract, JCI will comply only with those mandatory flow-downs for commercial item and commercial services subcontracts listed either at FAR 52.244-6, or 52.212-5(e)(1), as applicable.

7. If there are any changes to Customer's facilities or operations, or to applicable regulations, laws, codes, taxes, or utility charges, that materially affect JCI's performance of the Services or its pricing thereof, JCI shall have the right to an equitable and appropriate adjustment to the scope, pricing, and other affected terms of this Agreement.

CUSTOMER ACCEPTANCE

In accepting this Agreement, Customer agrees to the terms and conditions contained herein including those on the following page(s) of this Agreement and any attachments or riders attached hereto that contain additional terms and conditions. It is understood that these terms and conditions shall prevail over any variation in terms and conditions on any purchase order or other document that Customer may issue. Any changes requested by Customer after the execution of this Agreement shall be paid for by the Customer and such changes shall be authorized in writing. **ATTENTION IS DIRECTED TO THE LIMITATION OF LIABILITY, WARRANTY, INDEMNITY AND OTHER CONDITIONS CONTAINED IN THIS AGREEMENT.**

Pricing is based upon the following billing and payment terms: Invoices will be delivered via email, payment due date of NET 30, and invoices are to be paid via ACH bank transfer. Johnson Controls ACH/EFT bank transfer details will be forth coming upon contractual agreement.

This offer shall be void if not accepted in writing within thirty (30) days from the date first set forth above.

Exhibit B

Johnson Controls, Inc.

Customer Terms

1. **PROVISION OF JCI WORK**.

1.1. **Defined Terms**. Capitalized, definitional terms used in these Customer Terms (these "**Customer Terms**") shall have the meanings ascribed to them within the body of these Customer Terms below or as set forth in Schedule 1 to these Customer Terms. Capitalized, definitional terms used but not defined in these Customer Terms shall have the meaning given to them in the Customer Proposal into which these Customer Terms are incorporated (the "**Customer Proposal**").

1.2. **Entire Agreement**. The Agreement represents the entire agreement between the Parties on the subject matter of such Customer Proposal, superseding all prior agreements, understandings, representations and negotiations on the subject matter of such Customer Proposal, whether oral or written, that may have been entered into by and between the Parties. No additional or different terms set forth in any of the Customer's forms, orders, requisitions, correspondence or other communications shall be of any force or effect.

1.3. **Provision of JCI Work**. Subject to the terms and conditions of the Agreement, JCI shall provide to Customer one or more of the following, as set forth in a Customer Proposal, agreed to and executed by both Parties: (a) provision of Products; (b) a license to use Installed Software; (c) subscriptions to Software Services; and/or (d) Professional Services.

1.4. **Customer Proposal**. Details related to the JCI Work, including Project Sites, authorized users, Subscription Metrics, activation date, subscription term, and pricing, are provided in the Customer Proposal.

1.5. **Order of Precedence**. Any conflict or inconsistency between any provision of the Agreement shall be resolved by giving priority in the following order: (1) first, to these Customer Terms and (2) then, to the Customer Proposal. In the event of conflicting or inconsistent terms and conditions in these Customer Terms, the following order of precedence will apply: (a) the terms and conditions of the Supplemental Terms with respect to the JCI Work to which the Supplemental Terms relate; (b) the terms and conditions of the remainder of these Customer Terms; and (c) the terms and conditions of any agreements, addendums, policies, or other documents referenced in these Customer Terms.

1.6. **Offer Change or Revocation**. The Customer Proposal and its terms (including the prices quoted for the Systems) may be changed or revoked by JCI at any time before the Customer Proposal is signed by Customer and returned to JCI and will automatically expire thirty (30) calendar days after its date if Customer has not signed it and returned it to JCI before then.

2. **PRODUCTS**. If Products are purchased by Customer from JCI under the Customer Proposal, the terms and conditions of this Article 2 apply to such purchases in addition to the other applicable terms and conditions of these Customer Terms:

2.1. **Delivery**. Unless otherwise provided in the Customer Proposal, Products shall be delivered to Customer EXW JCI's loading dock (as the shipping term is defined in *Incoterms 2020*). Title of the Products shall transfer to Customer upon such delivery. Delivery of Products to the carrier will constitute delivery to Customer, and regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage in transit. JCI reserves the right to make delivery in installments, unless otherwise expressly stipulated in the Customer Proposal; all such installments shall be separately invoiced and paid for when due per such invoice, without regard to subsequent deliveries. Delay in delivery of any installment will not relieve Customer of its obligations to accept remaining deliveries. Claims for shortages or other errors in delivery must be made in writing to JCI within ten (10) calendar days after receipt of shipment, and failure to give such notice will constitute unqualified acceptance and a waiver of all such claims by Customer. All delivery dates are approximate.

2.2. **Changes in Products by JCI**. JCI may at any time make such changes in design and construction of Products, components or parts as JCI deems appropriate, without notice to Customer. JCI may furnish suitable substitutes for materials unobtainable because of priorities or regulations established by governmental authority, or nonavailability of materials from suppliers.

2.3. **Security Interest**. If the Products are sold on credit pursuant to the Customer Proposal, Customer acknowledges that JCI retains a purchase money security interest in the Products. To secure Customer's obligations to JCI under the Agreement or any other agreement, Customer hereby grants to JCI a security interest in all the Products sold under the Agreement, whether now owned or hereafter acquired, and all products and proceeds of such Products. JCI may file any financing statements and send any notices necessary or appropriate to perfect or protect such security interest.

2.4. **No Returns**. Except as otherwise agreed in the Customer Proposal, no Products will be accepted for return.

3. **SOFTWARE**. If Software is made available to Customer by JCI under the Customer Proposal, the terms and conditions of this Article 3 apply to such Software in addition to the other applicable terms and conditions of these Customer Terms:

3.1. **Installed Software**.

3.1.1 *Installed Software License*. Subject to the terms and conditions of the Agreement, and the end user license agreement that accompanies the software or, if none, the terms and conditions of the end user license agreement set forth at www.johnsoncontrols.com/techterms (the "**EULA**"), JCI hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable license to use the Installed Software set forth in the Customer Proposal solely for purposes of using, operating, and maintaining the Product in which the Installed Software is installed or using the Installed Software solely for Customer's internal business purposes. Customer hereby agrees to the EULA.

3.1.2 *Deployment of Installed Software*. Customer is solely responsible for the deployment of the Installed Software for operation, including installation, configuration, integration, and testing, unless Customer has contracted under the Customer Proposal to have JCI perform such deployment services as Professional Services.

3.2. **Software Services**.

3.2.1 *Software Services License.* Subject to the terms and conditions of the Agreement, and JCI's Terms of Service available at www.johnsoncontrols.com/techterms (the "**TOS**"), JCI hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable right to use the Software Services set forth in the Customer Proposal during the applicable subscription term set forth in such Customer Proposal, solely for use according to the applicable subscription metric set forth in the Customer Proposal, which may be authorized users, monitored data points, volume of data processed, or other metric for identifying use of the Software Services by Customer (each, a "**Subscription Metric**"). Such use of the Software Services is limited to Customer's internal use.

3.2.2 *Subscriptions.* The Customer Proposal sets forth the specifics of Customer's right to access and use the Software Services (each a "**Subscription**") and will set forth a Subscription Metric for the Subscription. A Subscription shall commence and continue in effect for the subscription term set forth in the Customer Proposal.

3.3. **Updates; Availability of Features and Functions**. JCI may, at any time and in its sole discretion, modify, deprecate, upgrade, or release a new version of the Software, or any portion of their features and functions. Unless otherwise expressly and separately agreed to by JCI in the Customer Proposal, any modification or new version of any Software provided to Customer shall be subject to the terms of the Agreement. Certain features and functions of the Software may be made available based on specific configuration of products and may not be available to Customer without payment of additional fees. JCI will use commercially reasonable efforts to notify Customer of any material change to or discontinuation of the Software that is the subject of a valid Customer Proposal. If Customer establishes that a change made by JCI pursuant to this Section has a materially adverse effect on Customer's authorized use of the Software under the Customer Proposal, Customer may notify JCI in writing, and JCI may propose resolutions or work-arounds. If JCI is unable to provide Customer with a resolution or work-around reasonably satisfactory to Customer, then notwithstanding anything to the contrary, Customer may, as its sole and exclusive remedy and JCI's sole and exclusive liability, terminate the applicable portion of the Customer Proposal upon written notice to JCI and receive a refund for any prepaid license or subscription fees for use of Software after the termination date.

3.4. **Third Party Software**. To the extent any software licensed from third parties, including open source software (collectively, "**Third Party Software**") is provided with or incorporated into the Software, Customer shall comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in the Agreement (including in the EULA). Customer agrees to be bound to the terms of such third party licenses.

4. **PROFESSIONAL SERVICES**. If JCI performs Professional Services for Customer under the Customer Proposal, the terms and conditions of this Article 4 apply to such Professional Services in addition to the other applicable terms and conditions of these Customer Terms:

4.1. **Provision of Professional Services**. JCI will provide Professional Services to Customer in accordance with the Customer Proposal.

4.2. **Schedule**. Unless otherwise provided in the Customer Proposal, JCI shall commence the Professional Services in accordance with a mutually agreed schedule upon the effective date of a notice to proceed issued by Customer. Customer shall not issue, and JCI shall have no obligation to accept, the notice to proceed until the following conditions have been satisfied: (a) Customer has provided JCI access to the Project Site; (b) Customer shall have obtained all permits that are the responsibility of Customer to obtain in connection with the performance of the Professional Services; (c) Customer has provided access to utilities and fulfilled all of its other obligations identified in the Customer Proposal that are required, or should reasonably be understood to be required, prior to issuance of the notice to proceed; and (d) Customer is not in arrears with respect to any payments due to JCI under the Agreement of any other agreement between the Parties.

5. **PRICES AND PAYMENT TERMS**.

5.1. **Invoices**. Fees will be invoiced in advance or otherwise in accordance with the Customer Proposal. Invoices will be issued in Customer's name and mailed or emailed to the address indicated in the Customer Proposal. Customer is responsible for providing complete and accurate billing and contact information to JCI and notifying JCI of any changes to such information.

5.2. **Payment**. Customer shall pay all invoiced amounts within thirty (30) calendar days after the date of invoice, unless the Customer Proposal provides otherwise. In the event that Customer disputes an invoice in good faith (each, a "**Payment Dispute**"), Customer shall notify JCI of such Payment Dispute within twenty one (21) calendar days after the date of such invoice by transmitting a detailed written statement to JCI explaining the reasons for the Payment Dispute. Without limiting JCI's rights under Section 18.3 of these Customer Terms, JCI and Customer shall negotiate in good faith to attempt to resolve all Payment Disputes as promptly as possible. JCI shall charge to Customer a finance charge calculated at the lesser of 18% per annum, accrued, calculated and payable monthly, or the highest rate allowed by applicable law, on all past due amounts owed to JCI, and Customer shall pay such finance charges upon demand. Payment is a condition precedent to JCI's obligation to perform the JCI Work under the Agreement, and JCI may, at its option, suspend any portion or all of the JCI Work until all past-due amounts (including finance charges) are paid by Customer to JCI; **Customer expressly agrees that JCI shall not be liable for any losses, liabilities or damages of any nature which Customer may suffer or incur as a result of JCI's suspension of the JCI Work in accordance with this Section**. If JCI is required to take action to collect any amount due, then Customer agrees that Customer shall reimburse JCI for all costs JCI incurs in collecting any amounts due under the Agreement, including, but not limited to, attorneys' fees, legal expenses and costs.

5.3. **Expenses**. JCI may charge separately for, and Customer shall pay reasonable out of pocket expenses, such as travel, lodging and living expenses, incurred by JCI or its Representatives in connection with providing the JCI Work.

5.4. **Prices**. Prices for materials and Products covered by the Agreement may be adjusted by JCI, upon notice to Customer at any time prior to shipment, to reflect any increase in tariffs or new tariffs or any increase in in JCI's cost of raw materials (e.g., steel or aluminum), labor, or components incurred by JCI after issuance of the Customer Proposal. In addition, unless expressly specified differently in the Customer Proposal, JCI may increase the fees for JCI Work set forth in the Customer Proposal at any time and from time to time upon thirty (30) calendar days' advance written notice to Customer. JCI will have no obligation to continue to provide JCI Work if Customer fails to make timely payment under the Customer Proposal or any other agreement between the Parties. In the event the Customer Proposal provides that the Agreement renews automatically, JCI will provide Customer with notice of any adjustments to the fees for the JCI Work applicable to a renewal period prior to the commencement of such renewal period; unless Customer provides notice of non-renewal within thirty (30) calendar days prior to the commencement of such renewal period, the Agreement shall renew and such adjusted fees shall be the fees for the renewal period.

5.5. **Taxes**. JCI's fees set forth in the Customer Proposal do not include any taxes, tariffs, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, (collectively, "**Taxes**"). Customer is responsible for paying all Taxes associated with its purchases and/or licensing of Systems under the Customer Proposal, in addition to JCI's fees. If JCI has the legal obligation to pay or collect Taxes for which Customer is responsible under this Section or otherwise chooses to so pay or collect such Taxes, JCI will invoice Customer for the amount of such Taxes, and Customer shall pay that amount in addition to the fees set forth in the Customer Proposal or other invoiced amounts, except for any Taxes with respect to which Customer provides JCI a valid tax exemption certificate authorized by the appropriate taxing authority. JCI is solely responsible for taxes assessable against it based on its net income and property ownership.

5.6. **Shipping**. In addition to the fees specified in the Customer Proposal, Customer agrees to pay the costs of shipping the Products to the Project Site or other specified location in the Customer Proposal.

5.7. **Manner of Payment**. Unless specified otherwise in the Customer Proposal, all Customer payments shall be made electronically through the Automated Clearing House network or other payment method identified in writing to Customer by JCI.

5.8. **Delays**. If production or shipment of completed Products or other performance of the JCI Work is delayed by an Excusable Delay, JCI may immediately invoice for, and Customer shall pay, the percentage of the fees corresponding to the percentage of completion of the JCI Work for such Products, Software and Professional Services.

6. **CHANGE ORDERS**. Either Party may request changes or revisions in the JCI Work under the Customer Proposal. Upon such request, the parties will negotiate in good faith an equitable adjustment to the price, time for performance, and any other provisions of the Agreement impacted by such change request. Any such changes and adjustments must be agreed in a writing signed by an authorized representative of both Parties (a "**Change Order**"). JCI may delay performance of the JCI Work at no risk or liability to JCI until requested changes and adjustments are clarified and agreed upon.

7. **CUSTOMER REPRESENTATIONS AND WARRANTIES**. Customer represents and warrants that: (a) it is duly authorized to transact business under the Laws of the jurisdiction(s) in which the Project Sites are

located; (b) it has been duly authorized by all necessary corporate action to execute and deliver the Agreement; (c) the Agreement constitutes the legal, valid and binding obligation of Customer, enforceable against Customer in accordance with the Agreement's terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization, or other Laws affecting creditor's rights generally; (d) it has complied with all public bidding and procurement rules and Laws as may be applicable to the Agreement and the JCI Work; and (e) the financial information provided by Customer to JCI is true and correct, and there have been no material adverse changes in Customer's financial condition since the date of such financial information.

8. **JCI WORK WARRANTIES**.

8.1. **Product Warranties**.

8.1.1 *Products Manufactured by JCI*. Subject to Sections 8.1.2 and 8.4 of these Customer Terms, JCI warrants the Products in accordance with the standard warranty published by JCI for such Products in effect as of the date of delivery of such Product to Customer (the "**Published Warranty**") or, if no such Published Warranty is in effect, JCI warrants that the Products manufactured by JCI shall be free from defects in materials and workmanship for a period of one (1) year after the delivery of the Products to Customer by JCI. If, within such warranty period, any such Products fail to conform to this limited warranty, JCI shall, in its sole discretion, either (a) repair or replace the affected Product free of charge or (b) refund the price paid by Customer to JCI for such Product. Such repair, replacement, or refund shall be JCI's sole obligation and Customer's exclusive remedy for any deficiency in Products furnished under the Agreement, and shall be conditioned upon Customer's return of such Products to JCI or, in JCI's sole discretion, inspection in the field by a JCI-authorized representative, in either case at Customer's expense and risk of loss. Any parts of Products repaired or replaced under this warranty are warranted only for the balance of the warranty period on the original part that was repaired or replaced.

8.1.2 *Products Not JCI Branded*. JCI shall assign to Customer any assignable warranties of the manufacturer of Products that are not branded by JCI or its affiliates ("Non-JCI Products") sold by JCI to Customer as in effect on the date of delivery of such Products to Customer by JCI, to the extent permitted by such warranties and applicable Law. Customer shall be responsible for its own pursuit of any warranty claims directly with the manufacturer of the Non-JCI Products. Other than the limited obligations set forth in this Section 8.1.2., **JCI MAKES NO WARRANTY, EXPRESS OR IMPLIED, TO CUSTOMER FOR NON-JCI PRODUCTS**.

8.2. **Professional Service Warranties**. Subject to Section 8.4 of these Customer Terms, JCI warrants that any Professional Services that JCI provides under the Customer Proposal will be performed in a professional and workmanlike manner. This limited warranty for Professional Services is provided for thirty (30) days from completion of such Professional Services. If JCI fails to conform to this warranty and is promptly notified of such failure in writing during such thirty (30) day period, JCI shall, in its sole discretion, either (a) re-perform the Professional Services, or (b) provide Customer with a refund of that portion of fees paid by Customer to JCI for the defective Professional Services; such foregoing limited remedies are Customer's sole and exclusive remedy, and JCI's sole and exclusive liability, for JCI's breach of the limited warranty set forth in this Section 8.2.

8.3. **Software Warranties**. Subject to the terms and conditions provided in the Agreement (including Section 8.4), JCI may provide a limited warranty for Installed Software solely to the extent expressly set forth in the EULA and for Software Services solely to the extent expressly set forth in the TOS.

8.4. **Warranty Exclusions**. Notwithstanding anything in the Agreement to the contrary, JCI shall not be responsible for defects or conditions caused by (a) any acts or omissions of Customer or any third party; (b) any failure by Customer to perform its obligations, including the provision of persistent power to the Systems (if applicable); (c) any use of the System by Customer in excess of the rights granted in the Agreement or in a manner for which it is not designed or intended; (d) any modification, addition or alteration to the System, or repairs by Customer or third parties, without JCI's prior written approval; (e) misuse or abuse of the Systems or a failure to maintain the Systems; (f) harmful System environments, such as outdoor installations, excessive moisture or excessive dust; or (g) any Force Majeure Event. JCI shall not be required to perform under any warranty where performing would violate Anti-Bribery Laws, International Trade Laws, or both. Any description of Products sold or provided by JCI, whether in writing or made orally by JCI or its Representatives, and any samples, specifications, bulletins, catalogs, drawings, diagrams, or similar materials used in connection with JCI's sales efforts or Customer's orders, are for the sole purpose of identifying the Products, and shall not be construed as an express warranty. Any suggestions by JCI or its Representatives regarding application, use or suitability of the Products shall not be construed as an express warranty.

8.5. **Warranty Disclaimers**. **THE WARRANTIES SET FORTH IN THIS ARTICLE 8 OR IN THE PUBLISHED WARRANTY (IF ANY) ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED. JCI EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT, TITLE, OR FITNESS FOR ANY PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. JCI EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE SOFTWARE WILL BE ERROR-FREE, SECURE FROM CYBER THREATS OR UNINTERRUPTED. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THE AGREEMENT, ANY BETA OR TRIAL OFFERINGS, PROTOTYPES, PROOF OF CONCEPTS, OR NON-JCI PRODUCTS ARE PROVIDED "AS IS" EXCLUSIVE OF ANY WARRANTY WHATSOEVER.** Customer agrees that the warranty periods specified in the Agreement shall be a reasonable time for purposes of submitting valid warranty claims with respect to the JCI Work. The exclusive remedies set forth in the Agreement shall not have failed of their essential purpose so long as JCI provides the remedies as set forth in this Article 8 or in the Published Warranty (if any) and, for Non-JCI Products, assigns assignable warranties of other manufacturers to Customer as described in this Article 8.

9. **INDEMNIFICATION AND INSURANCE**.

9.1. **Indemnification by JCI**.

9.1.1 *Infringement.* Subject to Section 9.1.3 of these Customer Terms, JCI will defend and/or settle, at its cost and expense, any claims made by an unaffiliated third party against Customer alleging that a System infringes a United States patent or a United States registered copyright of that third party (each, an "**Infringement Claim**"), and JCI will pay all damages finally awarded and settlement amounts entered into by JCI on Customer's behalf related to a covered Infringement Claim. The foregoing indemnification obligation of JCI is contingent upon Customer promptly notifying JCI in writing of such Infringement Claim, permitting JCI sole authority to control the defense or settlement of such Infringement Claim, and providing JCI reasonable assistance in connection with such defense or settlement.

9.1.2 *Infringing Systems.* Subject to Section 9.1.3 of these Customer Terms, if an Infringement Claim occurs or JCI determines an Infringement Claim is likely to occur, JCI will have the right, in its sole discretion, to either: (a) procure for Customer the right to continue to use the infringing System free of the Infringement Claim or potential Infringement Claim; or (b) replace or modify the infringing System to make it non-infringing, without loss of material functionality. If JCI determines that either of these remedies is not reasonably available or if required by valid judicial or government order, JCI may terminate Customer's right to access or use the infringing System and refund to Customer any fees paid for the infringing System (unless the infringing System is a Professional Service or a Software Service, in which case JCI would refund the balance of any amounts prepaid for such Professional Service or Software Service that is not yet performed).

9.1.3 *Excluded Claims*. Notwithstanding anything to the contrary in the Agreement, JCI shall have no obligation with respect to any Infringement Claim that is based upon or arises out of an Excluded Claim.

9.1.4 ***Exclusive Remedies.*** **EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, THE PROVISIONS OF THIS SECTION 9.1 STATE THE SOLE AND EXCLUSIVE OBLIGATIONS AND LIABILITY OF JCI, AND SOLE AND EXCLUSIVE REMEDY OF CUSTOMER, FOR ANY CLAIM OF INTELLECTUAL PROPERTY INFRINGEMENT, MISAPPROPRIATION, OR OTHER**

VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF OR RELATING TO THE JCI WORK AND/OR THE AGREEMENT.

9.2. **Indemnification by Customer**. Customer shall indemnify, defend and hold harmless JCI and JCI's affiliates and Representatives, and its and their respective directors, officers, employees, agents, shareholders, affiliates, and assigns and successors, from and against any and all claims, damages (including damages arising from personal injury or death), demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs and expenses (including attorneys' fees and legal expenses) that arise from or relate to: (a) any breach by Customer of the Agreement; (b) any violation by Customer of any Law (including, without limitation, any violation by Customer or any of its customers of any data privacy Laws, Anti-Bribery Law, or International Trade Laws); (c) any negligence or willful misconduct by Customer; (d) any Excluded Claims; or (e) Customer's use of, or the storage, release, discharge, handling or presence, of any Hazardous Materials on, under or about the Project Site. Notwithstanding the foregoing, in no event shall Customer be required to indemnify, defend or hold JCI harmless to the extent the claims, damages, demands, actions, proceedings, judgments, penalties, fines, losses, liabilities, costs or expenses result from JCI's negligence or willful misconduct. JCI shall give Customer written notice of any claim for which indemnification is sought under the Agreement, provided that the failure to give such written notice shall not, however, relieve Customer of its indemnification obligations, except and only to the extent that Customer forfeits rights or defenses by reason of such failure. JCI, may, at JCI's option, assume and control the defense of the claim, and in such case, Customer shall indemnify JCI from and against losses, damages, costs and expenses (including attorneys' fees, court fees, and other defense costs) incurred by JCI in defending such claims. If JCI decides not to assume the defense of a claim, then Customer shall assume and control the defense of such claim, at Customer's expense and by Customer's own counsel (which counsel shall be subject to the approval of JCI, which approval will not be unreasonably withheld or delayed); provided that JCI shall have the right to participate in the defense of any claims with counsel selected by it at JCI's expense. JCI and Customer shall cooperate with each other in all reasonable respects in connection with the defense of any claims. Notwithstanding any other provision of this Agreement, Customer shall not consent to the entry of any judgement or enter into any settlement of any claims without the prior written consent of JCI.

9.3. **JCI Insurance Requirements**. JCI shall obtain, pay for, and maintain in full force and effect during the Term insurance as follows: (a) Workers' compensation and employers' liability insurance with limits to conform with the greater of the amount required by applicable law or one million dollars ($1,000,000) each accident, including occupational disease coverage; (b) Commercial general liability insurance with limits of five million dollars ($5,000,000) combined single limit per occurrence and in the aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; (c) Commercial automobile liability insurance with limits of one million dollars ($1,000,000) each occurrence and in the aggregate combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and (d) Professional liability insurance (Errors and Omissions) with limits of three million dollars ($3,000,000) annual aggregate for all claims each policy year. Certificates of Insurance evidencing all coverages described in this Section shall be furnished to Customer upon Customer's written request.

9.4. **Customer Insurance Requirements.** Customer shall obtain, pay for, and maintain in full force and effect, during the Term, insurance as follows: (a) Workers' compensation and employers' liability insurance with limits to conform with the greater of the amount required by applicable law or one million dollars ($1,000,000) each accident, including occupational disease coverage; (b) Commercial general liability insurance with limits not less than five million dollars ($5,000,000) combined single limit for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and products and completed operations coverage; (c) Commercial automobile liability insurance with limits not less than one million dollars ($1,000,000) each occurrence combined single limit of liability for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverages, as applicable; and (d) Property insurance with limits not less than three million dollars ($3,000,000) annual aggregate for all claims each policy year. Further, Customer shall obtain, pay for, and maintain in full force and effect, during the Term, such other insurance of the type and in the amount that JCI may require from time to time. To the extent any insurance coverage required under this Section is purchased on a "claims-made" basis, such insurance shall cover all prior acts of Customer during the Term, and such insurance shall be continuously maintained until at least four (4) years beyond the expiration or termination of the Term, or Customer shall purchase "tail" coverage, effective upon termination of any such policy or upon termination or expiration of the Term, to provide coverage for at least four (4) years from the occurrence of either such event. JCI shall be named as an additional insured on all such insurance policies with the exception of workers' compensation and employers' liability insurance, and Certificates of Insurance evidencing all coverages described in this Section shall be furnished to JCI upon JCI's written request. Customer shall also comply with any and all additional insurance requirements set forth in the Customer Proposal.

10. **HAZARDOUS MATERIALS**. Customer shall supply JCI with any information in its possession relating to the presence of Hazardous Materials at the Project Site or that may otherwise affect the performance of the JCI Work. If Customer becomes aware of or suspects the presence of Hazardous Materials that may interfere with the JCI Work, Customer shall immediately provide notice to JCI. Upon such notice, or if JCI becomes aware of or suspects the presence of Hazardous Materials that may interfere with the JCI Work, JCI shall promptly stop the JCI Work in the affected area, shall have no obligations to recommence the JCI Work until Customer remediates such Hazardous Materials, and shall receive an equitable adjustment to its obligations under the Customer Proposal to account for such stoppage. Prior to JCI commencing the JCI Work, Customer shall, at its own cost and expense, provide certification from Project Site owners for any facilities constructed prior to 1982 that no asbestos-containing materials are present at such facility. Notwithstanding anything to the contrary in the Agreement, JCI shall have no obligations relating to the identification, abatement, cleanup, control, removal, or disposal of Hazardous Materials.

11. **LIMITATION OF LIABILITY**.

11.1. **Overall Damage Cap**. **JCI'S LIABILITY UNDER THE AGREEMENT, REGARDLESS OF THE FORM OF ACTION AND WHETHER SUCH LIABILITY IS ASSERTED IN CONTRACT, TORT, INDEMNITY OR OTHERWISE, SHALL IN NO EVENT EXCEED (A) FOR ANY CLAIM, THE AMOUNT OF THE FEES PAID BY CUSTOMER TO JCI FOR THE JCI WORK GIVING RISE TO THE CLAIM IN THE 12 MONTH PERIOD PRECEDING THE DATE ON WHICH SUCH CLAIM AROSE AND (B) IN THE AGGREGATE FOR ALL CLAIMS, THE TOTAL OF ALL FEES PAID BY CUSTOMER TO JCI UNDER THE APPLICABLE AGREEMENT.**

11.2. **No Consequential or Punitive Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE AGREEMENT, JCI SHALL NOT BE LIABLE, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE DAMAGES, LOSS OF PROFITS, LOSS OF EARNINGS, DATA LOSS OR OTHER LOSSES ARISING FROM VIRUSES, RANSOMWARE, CYBER ATTACKS OR FAILURES OR INTERRUPTIONS TO NETWORK SYSTEMS, LOSS OF BUSINESS OR GOODWILL, BUSINESS INTERRUPTION, DOWN-TIME, COST OF CAPITAL, COST OF SUBSTITUTE PRODUCTS, OR FOR ANY OTHER TYPES OF ECONOMIC LOSS, OR FOR CLAIMS OF CUSTOMER'S CUSTOMERS OR ANY THIRD PARTY FOR ANY SUCH DAMAGES, COSTS OR LOSSES, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, AND/OR (B) WHETHER OR NOT JCI WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

11.3. **Exclusive Remedies**. The liability of JCI to Customer, whether in contract, tort (including negligence or strict liability) or otherwise, is exclusively limited to the remedies expressly provided under the terms of the Agreement, in lieu of any and all other remedies at law or in equity.

11.4. **No Liability in Certain Circumstances**. JCI shall not be liable for events or conditions (including, without limitation, JCI's failure to perform the JCI Work) caused by (a) any use of a System for which it was not intended, (b) modification of a System without JCI's written consent, (c) installation of a System other than by JCI, (d) acts of Customer or third parties which interfere with the functioning of a System, (e) Force Majeure Events, or (f) any failure of the Non-JCI Products or Customer's systems.

11.5. **Claims Barred**. No suit or action shall be brought against JCI more than one (1) year after the completion of that portion of the JCI Work that gave rise to the claim on which the suit or action is brought.

11.6. **Fundamental Basis of Agreement**. The foregoing waivers and limitations are fundamental elements of the basis for the Agreement between JCI and Customer, and each Party acknowledges that JCI would not be able to provide the JCI Work on an economic basis in the absence of such waivers and limitations, and would not have entered into the Agreement without such waivers and limitations. This Article 11 in its entirety shall apply to and benefit JCI and its affiliates and its and their Representatives.

12. COMPLIANCE, EXPORT AND IMPORT, ANTI-BRIBERY, AND ANTI-CORRUPTION CONTROLS.

12.1. **Compliance with Laws**. JCI shall comply with all applicable federal, state and local Laws and shall obtain all temporary licenses and permits required for the prosecution of the JCI Work to the extent expressly set forth in the Customer Proposal. Licenses and permits not expressly set forth as an obligation of JCI in the Customer Proposal shall be procured and paid for by Customer.

12.2. **Occupational Safety and Health**. The Parties agree to notify each other immediately upon becoming aware of an inspection under, or any alleged violation of, the Occupational Safety and Health Act relating in any way to the Project or Project Site.

12.3. **International Trade.** In addition to any requirements under the Customer Proposal for Systems in a Foreign Jurisdiction, Customer acknowledges that the Products, Installed Software, Software Services, and Professional Services (including any related technical data) received from JCI may be subject to economic sanctions, export controls, and other restrictive trade measures. Customer further agrees that it will not (and will not permit any of its affiliates or its or their Representatives to) directly or indirectly sell, ship, export, reexport, disclose or transfer any of the foregoing to any party, country, or territory for which the United States Government (or any agency of the United States Government) requires an export license or other approval without first obtaining any licenses, consents or permits that may be required under the applicable Laws of the United States or other Foreign Jurisdictions. Notable examples include, without limitation, (a) the Export Administration Act of 1979, as amended (50 U.S.C. app. 2401-2420) and the Export Administration Regulations, 15 C.F.R. §§ 730-774 ("**EAR**"); (b) the Arms Export Control Act, 22 U.S.C. § 2778, and the corresponding International Traffic in Arms Regulations ("**ITAR**"); (c) the economic sanctions programs administered by the U.S. Department of the Treasury's Office of Foreign Assets Control ("**OFAC**"), 31 C.F.R. Part 500 et seq., and the U.S. Department of State; (d) the anti-boycott regulations, guidelines, and reporting requirements under the Export Administration Regulations and Section 999 of the Internal Revenue Service Code; and (e) laws of similar effect enforced by Canada, the European Union, the United Kingdom, and other applicable jurisdictions (collectively "**International Trade Laws**"). The obligation of JCI to perform the Agreement is subject to the ability of JCI and any involved JCI affiliate to supply such items consistent with these International Trade Laws, and, as such, Customer agrees that any refusal by JCI to perform the JCI Work or cancellation of the Agreement by JCI, or termination of the Agreement by JCI due to such JCI Work being in violation of these International Trade Laws will not constitute a breach of any of JCI's obligations under the Agreement, and Customer hereby waives any and all claims against JCI or its affiliates for such refusal, cancellation or termination. In the event that the Customer Proposal describes activities to be undertaken in Cuba, Iran, North Korea, Syria, the disputed Crimea region, or sanctioned territories, such Customer Proposal shall be null and void unless JCI and Customer obtain the necessary authorizations from the U.S. Government and any applicable foreign governments. This provision shall survive the expiration or termination of the Agreement.

12.4. **Anti-Bribery and Anti-Corruption**. JCI and Customer intend that no payments or transfers of value will be made which have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion or kickbacks, or other unlawful or improper means of obtaining business. Customer shall not, directly or indirectly, pay, offer, authorize or promise any monies or anything of value (such as gifts, contributions, travel, or entertainment) to any person or organization (including any employee or official of any governmental authority, government owned or controlled entity, public international organization or political party; any candidate for political office; or any employees of any of customer of Customer or JCI) for the purpose of improperly influencing their acts or decisions in violation of the U.S. Foreign Corrupt Practices Act ("**FCPA**"), the United Kingdom Bribery Act ("**UKBA**"), the Canadian Corruption of Foreign Public Officials Act ("**CCFPA**"), the OECD Anti-Bribery Convention, or any other applicable anti-bribery or anti-corruption law applicable in the jurisdictions where it or its respective affiliates or agents conduct business (collectively "**Anti-Bribery Laws**"). Customer and its affiliates will maintain appropriate systems and internal controls (*e.g.*, accounting systems, purchasing systems and billing systems) to ensure compliance with such Anti-Bribery Laws, and shall take appropriate actions to ensure that any person representing or acting under its instruction or control, including all its Representatives, will also comply with this Section.

13. OWNERSHIP OF INTELLECTUAL PROPERTY.

13.1. **Background IP**. Each Party is and shall be the sole owner of its Background Intellectual Property.

13.2. **Developments**. JCI owns any and all Intellectual Property resulting from the Project or the JCI Work, including any and all rights in any technology, inventions, know-how, computer code or other materials developed by JCI under the Agreement (collectively, the "**Developments**"). The Developments shall not be deemed "works made for hire".

13.3. **License to Customer**. Upon payment in full by Customer of all amounts owed to JCI under the Agreement and any other agreement by the Parties, JCI grants to Customer, during the Term, a license to use the Developments and the Background Intellectual Property of JCI solely to the extent included in a System and for the sole purpose of utilizing the applicable System to the extent agreed in the Agreement.

13.4. **License to JCI**. During the performance of the JCI Work, if Customer provides the Background Intellectual Property of Customer to JCI, then Customer grants to JCI a non-exclusive license to use, reproduce and modify such Background Intellectual Property for Customer solely as needed by JCI to perform its obligations in connection with the JCI Work.

13.5. **Software**. Notwithstanding anything to the contrary in the Agreement, JCI does not transfer any ownership rights to the Software, and all right, title and interest in and to the Intellectual Property in the Software will remain the property of JCI, other than license rights to the extent set forth in the Customer Proposal. Any Software provided under the Customer Proposal is licensed, and not sold, according to the terms of the Agreement and of the license agreement or TOS included with, or otherwise applicable to, such Software. Without limiting the generality of the foregoing, JCI shall retain all right, title and interest in and to any (a) software source and object code, documentation, technical information or data, specifications and designs and any changes, improvements or modifications of the foregoing or derivatives of the foregoing, and (b) all processes, techniques, concepts, methodologies, tools, analytical approaches, database models and designs, discoveries, and ideas furnished, produced by, developed, employed or used by JCI in the creation or provision of the JCI Work.

13.6. **Reservation of Rights/Restrictions**. All rights not expressly granted in the Agreement are reserved to JCI. Unless specifically agreed in the Customer Proposal, the Systems are for internal use only and Customer may not distribute them or cause them to be distributed. Customer shall not: (a) reverse engineer, decompile or disassemble any System, except to the extent applicable Law permits it despite this limitation; or (b) distribute, sublicense, rent, lease, lend or host any System except as permitted in the Customer Proposal. All Intellectual Property rights and any rights analogous to the same anywhere in the world and existing at any time in the Systems or arising out of or relating to the provision of Systems shall belong to and remain vested in JCI.

13.7. **Data and Feedback**. Customer acknowledges that JCI, as part of the Professional Services, may collect data and information with respect to the function and efficiency of the Project Site and, if applicable, facility improvement measures; JCI shall have the right to use such data and information to provide, maintain, protect, and improve the JCI Work and to improve and develop JCI's products and services. In addition, JCI may use data as permitted by the EULA and the TOS. As part of the Project, Customer may provide suggestions, comments, or other feedback related to JCI's product and service

offerings to JCI orally, in writing, or by other means ("**Feedback**"). JCI will be the sole owner of all Feedback and shall not be bound by any non-use or non-disclosure obligations with respect to the Feedback, notwithstanding anything to the contrary in the Agreement. JCI hereby grants to Customer a perpetual, worldwide, royalty-free, non-exclusive license to use Feedback for its own internal purposes.

13.8. **Designs and Tools**. Unless otherwise expressly provided in the Customer Proposal, any design work performed by JCI, and any dies, molds, jigs or other tools that JCI manufactures or acquires, in connection with its performance of the JCI Work will be and remain the sole property of JCI, notwithstanding any charges to Customer for such design work, dies, molds, jigs, or tools. Any such charges convey to Customer the right to have the designs, dies, molds, jigs and/or other tools used by JCI for performance of the JCI Work, but do not convey title or right of possession or any other right.

14. **CONFIDENTIAL INFORMATION AND PRIVACY AND SECURITY**.

14.1. **Confidential Information**. Any and all Confidential Information is and at all times shall remain the exclusive property of JCI. During the Confidentiality Period, Customer agrees that it shall not (a) make any use whatsoever of the Confidential Information except for the purpose(s) of fulfilling its obligations under the Agreement; or (b) disclose the Confidential Information to any third party. Customer acknowledges and agrees that money damages for any and all breaches of Customer's obligations under this Section are both incalculable and insufficient and that any such breach would irreparably harm JCI. Therefore, in the event of an actual or prospective breach of any such obligation, JCI shall be entitled to seek a permanent and/or preliminary injunction to prevent or remedy such breach and shall have the right to specific enforcement of this Section against Customer in addition to any other remedies to which JCI may be entitled at law or in equity. Customer may disclose Confidential Information to its Representatives only if those Representatives have a need to know about it for purposes of the Parties' business relationship with each other. Before doing so, Customer shall ensure that such Representatives are required to protect the Confidential Information on terms consistent with the Agreement. Additionally, Customer is responsible and liable for its Representatives' breach of this Section.

14.2. **Customer Data and Personal Data**. JCI's collection, processing, and use of Customer Data (as defined in the TOS) is governed by the terms and conditions of the TOS, and the terms of the data processing addendum available at www.johnsoncontrols.com/techterms (the "**DPA**") shall apply to the extent Customer Data includes Personal Data (as defined in the DPA). Customer consents to the processing of Personal Data by JCI and its Representatives to facilitate the subject matter of the Agreement. Customer may choose to provide Personal Data to JCI on behalf of third parties (including Customer's contacts, resellers, distributors, administrators, and employees) as part of the Agreement. Customer shall obtain all required consents from third parties under applicable privacy and data protection Law before providing Personal Data to JCI. Personal Data collected through JCI Work may be transferred, stored and processed in the United States or any other country in which JCI or its Representatives maintain facilities.

15. **EXCUSABLE DELAYS**.

15.1. **Excusable Delays**. If JCI's performance of the JCI Work is delayed, prevented or impacted by an Excusable Delay, JCI shall with reasonable promptness after learning of the Excusable Delay provide written notice to Customer of the existence of, known or estimated extent of, and reason for such Excusable Delay. JCI shall be excused from performance of its obligations under the Agreement to the extent caused by and during the existence of an Excusable Delay. Without limiting the generality of the foregoing, if JCI is delayed in achieving one or more of the schedule milestones set forth in the Customer Proposal due to an Excusable Delay, JCI will be entitled to extend the relevant completion date by the amount of time that JCI was delayed as a result of the Excusable Delay, plus such additional time as may be reasonably necessary to overcome the effect of the delay.

15.2. **Compensable Event**. Without limiting the generality of the foregoing and notwithstanding anything to the contrary contained in the Agreement, if JCI's performance of the JCI Work is delayed, prevented or impacted by a Compensable Event, then, to the extent JCI's costs, time of performance and/or ability to generate Project benefits are adversely impacted by the Compensable Event, JCI will be entitled to equitably adjust the fees charged by JCI, the time for performance of the JCI Work, and, if any, the performance guaranty. In addition, Customer shall pay to JCI any and all damages incurred by JCI properly attributable to the Compensable Event.

16. **JCI PROPERTY**. JCI may provide tools, documentation, panels, or other control equipment at the Project Site for JCI's convenience in performing its obligations under the Agreement (the "**JCI Property**"). The JCI Property shall remain JCI's property. Customer assumes all risk of loss, damage, theft or destruction of the JCI Property, regardless of cause from and after the date on which JCI delivers the JCI Property to the Project Site. Customer shall store all JCI Property in such a manner as to protect it from damage or deterioration. Customer shall segregate the JCI Property from all other goods and property located at the Project Site and shall clearly identify the JCI Property as the property of JCI by conspicuous sign or placard. JCI may enter the Project Site and remove the JCI Property without notice to Customer and without liability. Customer shall not remove, or permit the removal of, the JCI Property from the Project Site without the prior written consent of JCI. Customer expressly permits JCI to file Uniform Commercial Code ("**UCC**") financing statements in any appropriate filing office reflecting JCI's ownership of the JCI Property. Customer also expressly permits JCI to make any other notification necessary to protect JCI's interest in the JCI Property (such as those contemplated by UCC § 9-324) to any person or entity that has filed a UCC financing statement that, in JCI's sole discretion, may evidence a conflicting interest in the JCI Property. Customer agrees to (i) maintain the JCI Property free and clear of all liens and encumbrances of any nature whatsoever and (ii) indemnify and hold harmless JCI from and against any loss or damage caused by any such liens or encumbrances placed upon any JCI Property. The JCI Property shall not become fixtures, regardless of whether the JCI Property is or may be affixed to real property. Customer may not assign, sell, transfer, or attempt to assign, sell or transfer any JCI Property to any person or entity, without JCI's prior written consent. Customer is not permitted to use the JCI Property. JCI shall not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of Customer's use of, or otherwise related to, the JCI Property.

17. **TERMINATION**.

17.1. **Customer's Right to Terminate the Agreement for Cause**. Upon the occurrence of a JCI Default under the Agreement, Customer may terminate such Agreement by providing written notice of termination to JCI.

17.2. **JCI's Right to Terminate the Agreement for Cause**. Upon the occurrence of a Customer Default under any Agreement, JCI may, in addition to all rights and remedies available to JCI under the Agreement or at law, terminate such Agreement, any or all other Agreements, and/or any or all other agreements between the Parties by providing written notice of termination to Customer.

17.3. **Other JCI Rights Upon Customer Default**. If (a) Customer fails to timely provide financial assurances as required under Section 19.6 of these Customer Terms; or (b) Customer fails to timely pay amounts properly due to JCI under the Agreement or under any other agreement between the Parties; or (c) any other Customer Default occurs, then, in addition to any other rights afforded under the Agreement or at law, (1) all outstanding amounts owed by Customer to JCI under the Agreement or any other agreement shall become immediately due and payable by Customer to JCI and (2) JCI may stop the JCI Work (including, without limitation, stop performing Professional Services or Software Services, withhold deliveries of Products and other materials, and/or terminate any unpaid Software licenses). If JCI intends to stop the Professional Services pursuant to this Section 17.3, JCI shall provide written notice to Customer that JCI intends to stop the Professional Services unless the deficiency is cured within five (5) calendar days of Customer's receipt of such notice. If Customer fails to timely cure such issue, then JCI may stop the Professional Services until such time as Customer cures the deficiency. JCI shall be entitled to seek an adjustment of the fees charged by JCI and/or the time for performance of the JCI Work if JCI's cost or time to perform the JCI Work has been adversely impacted by any such stoppage of the JCI Work, in addition to any other damages or remedies available to JCI at law or under the Agreement. JCI may suspend any and all deliveries of Products until all overdue invoices are paid by Customer to JCI or are made on a cash-in-advance basis only, in JCI's sole discretion.

17.4. **Effect of Termination**. Unless the Customer Proposal expressly provides differently, if the Customer Proposal is terminated by

Customer as the result of a JCI Default, JCI will refund Customer any prepaid fees covering what would otherwise have been the remainder of the term of the Customer Proposal after the effective date of termination. Unless the Customer Proposal expressly provides differently, if the Customer Proposal is terminated by JCI as the result of a Customer Default, Customer shall pay any unpaid fees covering what would otherwise have been the remainder of the original term of the Customer Proposal. In no event will termination or expiration of the Agreement relieve Customer of its obligation to pay any fees payable to JCI for the period prior to the effective date of termination or expiration.

17.5. **Survival**. Articles 5, 8, 9, 11, 13, 14, 16, and 18 and Sections 12.3, 17.3, 17.4, 17.5, 19.7, and 19.10 will survive the expiration or termination of the Agreement, as will those provisions which by their nature or express terms are intended to survive.

18. GOVERNING LAW AND DISPUTE RESOLUTION.

18.1. **Governing Law**. The laws of the State of Wisconsin, U.S.A. (without giving effect to its conflicts of laws principles and excluding Chapter 135 of the Wisconsin Statutes) govern all matters arising out of the Agreement, including, without limitation, its interpretation, construction, performance, and enforcement. **THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER WILL NOT BE GOVERNED BY THE 1980 U.N. CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

18.2. **Arbitration; Waiver of Class Action**. Except to the extent otherwise set forth in the Customer Proposal and subject to Section 18.3, any dispute, claim or controversy arising out of or relating to the Agreement or the breach, termination, enforcement, interpretation or validity of the Agreement, including the determination of the scope or applicability of the agreement to arbitrate, shall be determined by confidential and binding arbitration in the city of Milwaukee in the state of Wisconsin, U.S.A. before a single arbitrator. The language to be used in the arbitral proceedings shall be English. The arbitration shall be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and in accordance with the Expedited Procedures in those Rules. Judgment on the arbitrator's award may be entered in any court having jurisdiction under U.S. law or, where relevant, pursuant to the 1958 United National Convention on the Recognition and Enforcement of Foreign Arbitral Awards. The Parties agree to keep all disputes arising under the Agreement confidential, except as necessary in connection with a judicial challenge to or enforcement of an award or unless otherwise required by Law or judicial decision. The arbitrator may issue orders to treat any information regarding such proceedings, including the award, as Confidential Information under the Agreement. This Section shall not preclude either Party from seeking equitable relief to protect its interests, including but not limited to injunctive relief, from a court of appropriate jurisdiction. Customer and JCI each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action.

18.3. **Disputes Regarding Payment**. Notwithstanding anything to the contrary contained in the Agreement, including Section 18.2, in the event that Customer fails to pay any amount owed to JCI when due, JCI is hereby permitted to bring an action and carry a claim in any court of competent jurisdiction in the United States and/or in any court or forum of the local jurisdiction of Customer. Nothing in the Agreement shall limit any rights of JCI under construction or other statutory lien laws.

18.4. **No Jury Trial; Jurisdiction**. If, for any reason, a claim proceeds in court rather than in arbitration, **CUSTOMER AND JCI EACH WAIVE ANY RIGHT TO A JURY TRIAL**. If, for any reason, a claim proceeds in court rather than in arbitration, Customer hereby consents and submits to the jurisdiction of the federal and state courts located in Milwaukee, Wisconsin, U.S.A., and hereby waives any right it may have to assert the doctrine of forum non conveniens or any similar doctrine or to object to venue with respect to any proceeding brought under the Agreement.

19. MISCELLANEOUS.

19.1. **Government Contracts**. If the provision of Systems by JCI under the Customer Proposal is subject to mandatory provisions of Law concerning contracts or subcontracts with or for the benefit of the United States or any state government, Customer shall so notify JCI in advance of signing such Customer Proposal specifying the mandatory provisions of U.S. or state Law which apply.

19.2. **Language**. The Agreement will be in English, which will be the language controlling the interpretation of the Agreement. If required by the Law of a Foreign Jurisdiction identified in the Customer Proposal, these Customer Terms and the Customer Proposal will also be provided in the required second language and those second language versions shall only control the interpretation of these Customer Terms and the Customer Proposal only to the extent required by the Law of the Foreign Jurisdiction.

19.3. **Amendments**. No change, modification, or amendment of the Agreement will be effective except by written agreement signed by both Parties.

19.4. **Work by Others**. The performance by JCI of JCI Work under the Customer Proposal shall not constitute an assumption by JCI of the obligations of Customer or any Customer Party. JCI shall not control or have charge of, and shall not be responsible for design and engineering; construction means, methods, techniques, sequences, or procedures of construction; or health or safety programs, or precautions connected with the work of Customer or any Customer Party. JCI has not assumed any contractual or other duties or made any representations with respect to the JCI Work to any Customer Party (other than to Customer as expressly set forth in the Agreement), and any claims any Customer Party may have for additional compensation or economic loss of any kind or character arising out of the performance of such obligations under or otherwise in connection with such Customer Party's agreements with Customer shall be made solely to Customer.

19.5. **Customer Information**. JCI's ability to deliver JCI Work will depend on Customer's reasonable and timely cooperation and the accuracy and completeness of any data from Customer needed to deliver the JCI Work. Customer shall provide to JCI any and all data necessary for JCI to perform the JCI Work. Customer shall ensure that all data furnished by Customer is reliable and accurate such that JCI can rely on such information without further investigation; and Customer shall be responsible for any and all costs incurred by JCI as a result of any incomplete and/or erroneous Customer-furnished information/data. JCI is not liable and Customer waives any claim for the consequence of any action by JCI based on any incomplete or inaccurate information furnished by Customer or third parties upon which JCI reasonably relies, and Customer agrees to defend, indemnify and hold harmless JCI against third party claims resulting from the consequences of such incomplete or inaccurate information, including reasonable attorneys' fees and other expenses incurred in defending against such claims. Customer shall furnish decisions, information, and approvals required by the Agreement in a timely manner so as not to delay the performance of the JCI Work.

19.6. **Financial Assurances**. At JCI's request, Customer shall promptly furnish reasonable evidence satisfactory to JCI that Customer has adequate funds and/or financing available and committed to fulfill all of Customer's contractual obligations under the Agreement.

19.7. **Publicity**. In the marketing and promotion of its products and services, JCI, with Customer's permission, may use Customer's trade name, service mark and photographs of the Project Site in JCI promotional materials, publish case studies based on data and work completed for Customer, and issue news releases regarding the JCI Work performed at the Project Site. Customer shall not make or issue any press release, publication, advertisement, or other type of announcement arising out of or otherwise relating to JCI or the Agreement without JCI's prior written approval.

19.8. **Cumulative Remedies**. JCI's rights and remedies under the Agreement are cumulative and in addition to all other rights and remedies available to JCI at law or in equity.

19.9. **Relationship of Parties**. Customer and JCI are independent contractors, and nothing in the Agreement shall be construed to create a partnership, joint venture, agency, or employment relationship. Neither Party has nor will have any power to bind the other, or to assume or create any obligation or responsibility, express or implied, on behalf of the other Party.

19.10. **Assignment and Subcontracting**. The Agreement will be binding upon and will inure to the benefit of the Parties hereto and their respective

heirs, representatives, successors and permitted assignees. The Agreement may not be assigned, transferred, shared or divided in whole or in part by Customer without JCI's prior written consent. JCI shall be entitled to subcontract any or all of its obligations under the Agreement to a subcontractor, without obtaining prior consent, but by doing so JCI shall be responsible for the work of the subcontractor to the same extent as if JCI had carried out the obligations itself pursuant to the Agreement.

19.11. **Severability**. In the event that any clause, provision, or portion of the Agreement or any part of any clause, provision, or portion of the Agreement shall be declared invalid, void, or unenforceable by any court having jurisdiction, such invalidity shall not affect the validity or enforceability of the remaining portions of the Agreement unless the result would be manifestly inequitable or materially impair the benefits intended to inure to either Party under the Agreement.

19.12. **Interpretation**. The language of the Agreement will be construed in accordance with its fair meaning and not for or against any Party. The headings and captions in the Agreement are inserted for convenience and are not to be used in construing the Agreement

19.13. **Third Party Beneficiaries**. Except as otherwise expressly provided in the Agreement, the Agreement is for the sole and exclusive benefit of the Parties, and nothing in the Agreement, express or implied, shall give, or be construed to give, any person or entity, other than the Parties, any legal or equitable rights under the Agreement.

19.14. **Notices**. To be effective, any notice, consent, or communication required or permitted to be given in connection with the Agreement must be in writing and (a) delivered in person, (b) mailed by certified or registered mail, return receipt requested, postage prepaid, (c) sent by same-day messenger or nationally recognized overnight delivery service, with all fees prepaid, in each case to the address set forth in the Customer Proposal. A Party may update its contact information by providing notice of such update to the other Party. A notice, consent, or communication is effective on the earlier of (i) the date it is delivered in person, (ii) the date it is delivered to the address required by the Agreement as indicated by the date of the acknowledgement or signed receipt, or (iii) the date delivery is refused or deemed undeliverable at the address required by the Agreement, as the U.S. Postal Service, messenger service, or overnight courier, as the case may be, indicates through its records. Customer shall provide a copy of any notices to JCI at: Johnson Controls, Inc., Legal Department, 507 E. Michigan St., Milwaukee, WI, 53202, Attn: General Counsel.

19.15. **Counterparts**. The Agreement may be executed in any number of counterparts, all of which when taken together shall constitute one single agreement between the Parties. Signed counterparts exchanged as scanned copies sent by e-mail will have the same force and effect as a signed original.

19.16. **No Waiver**. The failure of either JCI or Customer to insist, in any one or more instances, on the performance of any of the obligations required by the Agreement shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

20. **COUNTRY SPECIFIC AND OTHER SUPPLEMENTAL TERMS**.

20.1. **Supplemental Terms.** Specific supplemental terms governing the use of particular JCI Professional Services, Products and Software are located at www.johnsoncontrols.com/customerterms/supplemental (the "Supplemental Terms"). Applicable Supplemental Terms are incorporated by referenced herein. In the event JCI is providing fire, security or other alarm or other remote monitoring services under the Customer Proposal, such services are governed by additional Supplemental Terms. Customer understands that JCI is not an insurer regarding those services, and that JCI shall not be responsible for any damage or loss that may result from fire safety or security equipment that fails to prevent a casualty loss.

20.2. **Location of Project Sites and Country-Specific Terms.** The Customer Proposal shall identify the country or other jurisdiction in which the Project Sites are located as either within the United States of America or in a Foreign Jurisdiction. Country-specific terms for Foreign Jurisdictions are available at www.johnsoncontrols.com/customerterms/local (the "**Country-**shall replace, modify, or add to the terms of the Agreement for the Foreign Jurisdiction(s) identified in the Customer Proposal as set forth in the Country-Specific Terms. Changes to the terms of the Agreement set forth in the Country-Specific Terms are limited to those required for the Parties to perform in the Foreign Jurisdiction identified in the Customer Proposal.

Specific Terms"), are incorporated by reference in these Customer Terms, and

Schedule 1

Definitions

"**Agreement**" means each Customer Proposal, together with these Customer Terms.

"**Anti-Bribery Laws**" has the meaning ascribed to it in Section 12.4 of these Customer Terms.

"**Background Intellectual Property**" means, with respect to a Party, (a) any Intellectual Property that such Party owns, controls, or otherwise has the right to use as of the first date on which JCI begins performing JCI Work for Customer under any Agreement or (b) any Intellectual Property that is conceived or developed by such Party outside the scope of a Project or the JCI Work after the first date on which JCI begins performing JCI Work for Customer under any Agreement. By way of example and not by limitation, the Johnson Controls Digital Vault, JEM, and Building Management System products and all associated Intellectual Property, constitute the Background Intellectual Property of JCI.

"**CCFPA**" has the meaning ascribed to it in Section 12.4 of these Customer Terms.

"**Change Orders**" has the meaning ascribed to it in Section 6 of these Customer Terms.

"Compensable Event" means any one or more of the following: (a) acts or omissions of a Customer Party, including without limitation, any Customer Default; (b) inaccuracy or incompleteness in any data or information supplied to JCI by or on behalf of Customer; (c) any damage to or loss of equipment furnished or to be furnished as part of the JCI Work not caused by JCI; (d) inability of Customer to provide JCI access to the Project Site; (e) Unforeseen Site Conditions; (f) discovery of Hazardous Materials that may be disturbed or released by the performance of the JCI Work, including any delays caused by, or associated with any permitted Hazardous Material remediation by a third party service provider; or (g) failure of any utility supplier to take timely actions necessary for the performance of the JCI Work; provided, however, that Compensable Events shall not include delays caused by the negligent acts or omissions of JCI.

"**Confidential Information**" means any and all designs, sketches, models, or samples, drawings, bills of materials, blueprints, plans, devices, machinery, specifications, processes, techniques, expertise, business and financial records, part numbers, plans and projections, and other similar information, items, documents and materials made available by JCI or its affiliates or its or their Representatives to Customer or its affiliates or its or their Representatives, or otherwise acquired, obtained or developed by Customer under or in connection with the Agreement. "Confidential Information" shall not include any item of information that Customer can demonstrate by documentary evidence: (a) is or has become public knowledge, whether by publication or otherwise, through no act, omission or fault of Customer or any of its affiliates or its or their Representatives, or (b) is disclosed to Customer by a third party who is in lawful, rightful possession of the information and who has the legal right to make disclosure of such information without confidentiality restrictions.

"**Confidentiality Period**" shall mean, for all Confidential Information that constitutes a 'trade secret' under applicable Law, the period beginning on the date of disclosure to Customer and ending on the later of (a) the date such Confidential Information is no longer a trade secret under applicable Law, or (b) the date that is three (3) years after the date that the Agreement terminates or expires; and shall mean, for all other Confidential Information, the period beginning on the date of disclosure to Customer and ending three (3) years after the date that the Agreement terminates or expires.

"**Country-Specific Terms**" has the meaning ascribed to it in Section 20.1 of these Customer Terms.

"**Customer**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the party to the Customer Proposal that is not JCI.

"**Customer Default**" means: (a) any failure by Customer to timely pay to JCI any amount payable under the Agreement or any other agreement between the Parties within five (5) business days of the date when due; (b) any other failure by Customer to perform or comply with the terms and conditions of the Agreement, provided that such failure continues without cure for fifteen (15) calendar days after JCI provides written notice of such failure to Customer demanding that such failure to perform be cured; and/or (c) commencement of any proceeding in bankruptcy, receivership, or insolvency by or against Customer, or appointment of a trustee or receiver for Customer or for any substantial part of the Project Site.

"**Customer Party**" means any of Customer, Customer's affiliates, Customer's Representatives, Project Site owners, architects, or any parties under the control of Customer.

"**Customer Proposal**" has the meaning ascribed to it in Section 1.1 of these Customer Terms.

"**Customer Terms**" has the meaning ascribed to it in Section 1.1 of these Customer Terms.

"**Developments**" has the meaning ascribed to it in Section 13.2 of these Customer Terms.

"**DPA**" has the meaning ascribed to it in Section 14.3 of these Customer Terms.

"**EAR**" has the meaning ascribed to it in Section 12.3 of these Customer Terms.

"**EULA**" has the meaning ascribed to it in Section 3.1.1 of these Customer Terms.

"**Excluded Claims**" means: (a) the use or combination of the Systems with any hardware, software, products, data, or other materials not provided by JCI, including Customer's own systems and data; (b) modification or alteration of the Systems by anyone other than JCI or its Representatives; (c) Customer's misuse of the Systems or Customer's use of the Systems in excess of the rights granted in the Agreement; (d) use of infringing aspects of the Systems after JCI has provided a non-infringing alternative or after JCI has terminated Customer's rights to access or use the applicable Systems, and/or (e) JCI's compliance with Customer's designs, specification or instructions.

"**Excusable Delay**" means (a) a Compensable Event, or (b) an occurrence or existence of a Force Majeure Event.

"**FCPA**" has the meaning ascribed to it in Section 12.4 of these Customer Terms.

"**Feedback**" has the meaning ascribed to it in Section 13.7 of these Customer Terms.

"**Force Majeure Events**" is a condition or event that is beyond the reasonable control of JCI, whether foreseeable or unforeseeable, including, without limitation, acts of God, acts of government, severe weather (including but not limited to hurricanes, tornados, severe snowstorms or severe rainstorms), wildfires, floods, earthquakes, seismic disturbances, or other natural disasters, acts or omissions of any governmental authority (including change of any applicable law or failure to issue a timely building certificate, permit or approval), epidemics, pandemics, disease, viruses, quarantines, or other public health risks and/or responses thereto, condemnation, strikes, lock-outs, labor disputes, an increase of 5% or more in tariffs or other excise taxes for materials to be used on the Project, fires, explosions or other casualties, thefts, vandalism, civil disturbances, insurrection, mob violence, riots, war or other armed conflict (or the serious threat of same), acts of terrorism, electrical power outages, interruptions or degradations in telecommunications, computer, network, or electronic communications systems, data breach, cyber-attacks, ransomware, unavailability or shortage of parts, materials, supplies, or transportation, or any other cause or casualty beyond the reasonable control of JCI.

"**Foreign Jurisdictions**" means a jurisdiction outside of the United States.

"**Hazardous Materials**" means any material or substance (a) that, whether by its nature or use, is now or hereafter defined or regulated as a hazardous waste, hazardous substance, pollutant or contaminant under applicable Law relating to or addressing public or employee health and safety and protection of the

environment, or (b) that is toxic, explosive, corrosive, flammable, radioactive, carcinogenic, mutagenic or otherwise hazardous, or (c) that is or contains petroleum, gasoline, diesel, fuel, another petroleum hydrocarbon product, or polychlorinated biphenyls. "Hazardous Materials" specifically includes, without limitation, mold, mildew, fungi, or similar microbial conditions, lead-based paint, and asbestos-containing materials.

"**Infringement Claim**" has the meaning ascribed to it in Section 9.1.1 of these Customer Terms.

"**Installed Software**" means any JCI software included with the Products set forth in the Customer Proposal (including any firmware pre-installed on the Products) and any other JCI software provided for installation on premises at a Project Site, provided that "Installed Software" does not include any Third Party Software or Software Services.

"Intellectual Property" as used in the Agreement means (a) all methods, discoveries, processes, ideas, and designs (including any changes or improvements to the foregoing) and (b) all intellectual property and industrial property rights and assets, whether registered or unregistered, including, but not limited to any and all: (i) inventions and all associated patent rights (including, without limitation, all patents and applications); (ii) industrial designs and all registrations or applications for industrial designs; (iii) trade secrets and know-how; (iv) works of authorship or information fixed in any tangible medium of expression, including copyrights and all registrations or applications for copyrights; (v) software and firmware including source code and object code, and semiconductor chips and mask works; and (vi) trademarks, service marks, trade names, logos or trade dress, together with the goodwill connected with the use of and symbolized by, and all registrations, applications and renewals for, any of the foregoing.

"**International Trade Laws**" has the meaning ascribed to it in Section 12.3 of these Customer Terms.

"**ITAR**" has the meaning ascribed to it in Section 12.3 of these Customer Terms.

"**JCI**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the Johnson Controls affiliate that is entering into the Customer Proposal.

"**JCI Default**" means (a) any failure by JCI to comply with a material term of the Agreement that is not caused by an Excusable Delay, and said failure continues for thirty (30) calendar days after Customer provides written notice of such failure to JCI without cure or, if cure cannot reasonably be effected in such thirty (30) calendar days, without commencement of a cure and diligent subsequent completion of such cure within ninety (90) calendar days; and/or (b) institution of any proceeding in bankruptcy, receivership, or insolvency by or against JCI, or appointment of a trustee or receiver for JCI.

"**JCI Property**" has the meaning ascribed to it in Article 16 of these Customer Terms.

"**JCI Work**" means JCI's obligations to Customer under the Agreement, including, without limitation, the supply of the Systems to Customer.

"**Laws**" mean any and all laws, ordinances, rules, regulations, codes, and/or lawful orders of public authorities that apply to the Parties, the Agreement, the Project, the Project Site, the Systems, or the JCI Work.

"**Non-JCI Products**" has the meaning ascribed to it in Section 8.1.2 of these Customer Terms.

"**OFAC**" has the meaning ascribed to it in Section 12.3 of these Customer Terms.

"**Party**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the Customer or JCI.

"**Parties**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the Customer and JCI.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability company, governmental authority, unincorporated organization, trust, association or other entity.

"**Products**" means any equipment or other products, other than Software, sold by JCI to Customer under the Customer Proposal.

"**Professional Services**" mean any implementation, configuration, professional, consulting, integration, installation, maintenance, site surveying, commissioning or other services to be provided by JCI under the Customer Proposal, as described in more detail in the Customer Proposal, other than Software Services.

"**Project**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the performance of the JCI Work contemplated by the Customer Proposal.

"**Project Site**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the physical site of the Project.

"**Published Warranty**" has the meaning ascribed to it in Section 8.1.1 of these Customer Terms.

"**Representative**" is an employee, agent, subcontractor, advisor, or consultant of one of the Parties or of one of the Parties' affiliates.

"**Software**" means Installed Software and/or Software Services.

"**Software Services**" means any JCI software-as-a-service offerings or other JCI-hosted software offerings to be provided by JCI to Customer pursuant to the Customer Proposal.

"**Software Terms**" has the meaning ascribed to it in Section 3.1.1 of these Customer Terms.

"**Subscription**" has the meaning ascribed to it in Section 3.2.2 of these Customer Terms.

"**Subscription Metric**" has the meaning ascribed to it in Section 3.2.1 of these Customer Terms.

"**Supplemental Terms**" means the terms and conditions set forth in, or incorporated into, Article 20 of these Customer Terms, to the extent such terms and conditions are applicable to a particular Customer Proposal according to the terms of Article 20 of these Customer Terms.

"**Systems**" means, collectively, the Products, Installed Software, Software Services, and/or Professional Services provided by JCI to Customer pursuant to one or more Customer Proposals.

"**Taxes**" has the meaning ascribed to it in Section 5.6 of these Customer Terms.

"**Term**" has the meaning ascribed to it in the Customer Proposal or, if not defined in the Customer Proposal, means the period of time beginning on the earlier to occur of (1) the date on which both Parties sign the Customer Proposal or (2) the date on which JCI begins performing JCI Work for the Customer under the Customer Proposal; and ending on the date on which JCI completes the JCI Work for the Customer under the Customer Proposal, unless sooner terminated as set forth in these Customer Terms or in the Customer Proposal.

"**Third Party Software**" has the meaning ascribed to it in Section 3.4 of these Customer Terms.

"**TOS**" has the meaning ascribed to it in Section 3.2.1 of these Customer Terms.

"**Unforeseen Site Conditions**" means conditions at the Project Site that are concealed or latent physical conditions or subsurface conditions that (a) materially differ from the conditions indicated in the Customer Proposal, or (b) are of an unusual nature, differing materially from the conditions ordinarily encountered, or generally recognized as inherent, in the JCI Work.

"**UKBA**" has the meaning ascribed to it in Section 12.4 of these Customer Terms.

[END OF DOCUMENT]

Johnson Controls Privacy Notice

Last Updated: 1 February 2024

Sections:
Our commitment to privacy

1. Our commitment to privacy

At Johnson Controls, we value your privacy and are committed to protecting your personal information in accordance with fair information practices and applicable data privacy laws.

We collect personal information in a variety of ways through normal business activities to enable us to deliver our products and services. This Privacy Notice explains how we protect your personal information and how we collect, use and share that information.

For further information (including product-specific privacy information), please refer to our Privacy Center which contains more information about our philosophy and experience, along with additional useful privacy resources.

2. Who is responsible for processing your personal information?

This Privacy Notice applies where Johnson Controls processes personal information as a 'data controller.' These are instances where we decide the purpose for which (i.e. why) personal information is processed.

This Notice does not apply where we process personal information as a 'data processor', which is where we process personal information on behalf of a customer. Where Johnson Controls is a data processor, we process personal information in accordance with the Johnson Controls Data Processing Addendum (unless we have agreed otherwise with a customer in writing), and we are not responsible for the privacy practices of our customers, which may differ from those described in this Privacy Notice. In these circumstances the customer should be contacted directly for further details of how your personal information is handled.

Please be aware that we are a global organization with offices in multiple locations around the world. To help you to determine which specific Johnson Controls entity is responsible for the processing of your personal information, you can ask your Johnson Controls business contact, consult the list of our locations on the Johnson Controls public website (https://www.johnsoncontrols.com/) or contact us using the methods provided in the Contact Us section

3. What is personal information and which types do we collect?

"Personal information" is any information which may directly or indirectly be used to identify you. This could include, for example, your name, address, telephone number, financial information, or employment information.

We collect the following types of personal information:

Contact Information	This is personal information which allows us to communicate with you. For example, your name, address, postal code, telepho number, email address, username and social media account details.
Transactional Information (including records of your interactions with us)	This is personal information which allows us to do business with you or to provide our services to you. For example, your purc enquiries, customer account information, order and contract information, delivery details, billing, credit card and financial data details for taxes, transaction and correspondence history. If you contact us by telephone, for example regarding our services a with a customer support enquiry, then we may record the call in-line with applicable
Relationship Information	This is personal information which allows us to tailor our service to you or to provide you with a personalized experience. For example, your product and service preferences, preferred language, geographical location, marketing and advertising preferer

Security and Compliance Information	This is personal information which allows us to provide a safe and secure service. For example, credit checks, identification verification, background checks, visual or biometric recordings.
Product Information and Identifiers	Our products may collect system and event information relating to their setup, configuration and operation. For example, sens data, equipment data, data regarding building spaces, energy usage data, fault data, event data, environmental data and othe internal or external data, as well as product usage information and product personal data. In some circumstances, depending product, this may include video and audio signals. We may also collect information such as your IP address via cookies or similar technologies.

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What special category data do we collect?

Special category data is personal information about you which is more sensitive in nature and therefore it is often accorded additional protection under data protection law. This can include information which reveals your racial or ethnic origin, political opinions, religious or philosophical belief, genetic or biometric data, data concerning your health or sexual orientation.

The types of special category information that Johnson Controls may collect includes the following:

Biometric Data	Some of our products use biometric technologies such as facial recognition technology or fingerprinting technology to provide certain product functionality. On occasion we may therefore collect certain biometric information such as facial photographs o facial, finger or eye recognition data.

We collect this special category data with your consent, if required by law, and we take steps to protect and limit any use of it to the purposes for which it is provided to us.

4. What purposes do we use this personal information for?

We only collect and process your personal information (including, where legally permissible, special category personal information) for the purposes listed below. Where we are required by law, we will rely on one or more legal bases which may include your prior consent. For the purposes of European data protection law we will rely on the legal bases listed in the table below (see "Legal basis relied upon for this processing").

Purpose for processing your personal information	Personal data processed for this purpose	Legal basis relied upon for this processing
Providing our products or services to you and managing our contractual obligations and your ongoing relationship with us: We may require your personal information to deliver our service or product to you or to provide you with customer support (such as managing your account, billing management, helpdesk support, providing product or safety related notices or such other support as is required in relation to our products or services).	Contact Information Transactional Information Relationship Information Security and Compliance Information Product Information and Identifiers	Performance of a contract with you. Where we do not have a contract with you, the necessary for the legitimate interests in providi products, services and related customer suppo
Tailoring our services to your preferences: We may use your personal information to provide you with a personalised service or content, to deliver adverts which may be of particular interest or to provide you with special offers and promotions.	Contact Information Transactional Information Relationship Information	The processing is necessary for the legitimate i providing a personalised service and content tc that we can effectively market our products an Your consent, where required by applicable Eur protection law.
Improvement of our products and services: We may need to improve and develop our products. From time to time, we may need to process your personal information to carry out product innovation and testing, analytics, market research and development.	Product Information and Identifiers	The processing is necessary for the legitimate i continually improving and developing our proc services

Maintaining secure and safe services and products: We may need to process your personal information to preserve and maintain the security of our websites, networks, systems and premises including protection against fraud and malicious security threats.	Transactional Information Security and Compliance Information Product Information and Identifiers	The processing is necessary for the legitimate i preserving and maintaining the safety and secu websites, networks, systems and physical prem processing is also necessary for the legitimate i protecting our company against cyber threats a fraudulent activity.
Financial screening: We may need to process your financial information for security verification purposes such as screening for anti-money laundering, screening sanctions lists or other similar verification lists.	Contact Information Transactional Information Security and Compliance Information	Compliance with a legal obligation, where the p to comply with anti-money laundering and/or s legislation. The processing is necessary for the legitimate i conducting security and verification screening c customers to ensure that we can identify any ri legal requirements related to contracting with t
Fulfilling our business obligations: We may need to process your personal information to allow us to carry out order management, payment processing, contract management, financial management and website and service administration.	Contact Information Transactional Information Security and Compliance Information Product Information and Identifiers	Performance of a contract with you. Where we do not have a contract with you, the necessary for the legitimate interests in fulfillin business obligations, for example, to manage c perform our contractual obligations.
Managing our supply chain and business network: In order to provide our products and services to you, we may need to process your personal information in connection with the utilisation of our third-party partner business network.	Contact Information Transactional Information Product Information and Identifiers	Performance of a contract with you. Where we do not have a contract with you, the necessary for the legitimate interests in providi products and services to you.
Corporate activity, including mergers, acquisitions and joint ventures: We may need to process your personal information in connection with certain corporate activity, such as a party acquiring all or part of the equity or assets of Johnson Controls or its business operations in the event of a sale, merger, liquidation, dissolution, or other.	Contact Information Transactional Information Relationship Information Security and Compliance Information Product Information and Identifiers	The processing is necessary for the legitimate i conducting certain corporate activities, such as acquisitions and joint ventures.
To comply with our legal obligations: We may need to process your personal information for purposes which are required by applicable law.	This will be determined by the nature of the legal obligation	Compliance with a legal obligation

5. Johnson Controls products provided by your organization

We provide many of our products and services to organizations and businesses. If your organization provides you with access to one of our products or services, your use of the products or services will be subject to the terms and policies of your organization. Our processing of your personal

information in connection with that product or service will be governed by a contract between Johnson Controls and your organization. If you have any questions about our processing of your personal information in connection with the products or services provided to your organization, please contact your organization for further information. You may also contact Johnson Controls directly with any specific questions about our business operations in connection with your organization. Please see the Contact Us section on our website for details.

6. Product Specific Information

Johnson Controls offers a range of products to customers [including our suite of OpenBlue products, such as Enterprise Manager, Active Responder and Companion]. Further privacy information about specific products can be found in our Product Privacy Sheets. These Privacy Sheets include further details of the data flows, categories of personal information processed, sub-processors, retention periods and data transfers.

7. Recipients of Personal Information

Third Parties	We may use third parties to provide or perform services and functions on our behalf. We may make personal information av parties, to perform these services and functions. Any processing of that personal information will be on our instructions and original purposes.
As Required by Law	We may also make personal information concerning individuals available to public or judicial authorities, law enforcement p required by law including to meet national security or law enforcement requirements, and including to agencies and courts i your information is stored, which may be outside your home country. Where permitted by law, we may also disclose such in (including legal counsel) when necessary for the establishment, exercise or defense of legal claims or to otherwise enforce o property or the rights, property or safety of others, or as needed to support external audit, compliance and corporate gover
Corporate activity, including mergers, acquisitions and joint ventures.	Personal information may be transferred to a party (and its professional advisers) acquiring all or part of the equity or assets its business operations in the event of a sale, merger, liquidation, dissolution, or other.
Affiliates	We may also transfer and share such information to Johnson Controls affiliates in compliance with applicable law.

8. International Transfers

We are a global organization with offices in multiple locations around the world. This means we may transfer your personal information to Johnson Controls in the United States, to any Johnson Controls entity worldwide, or to third parties and business partners who are located in various countries around the world. The global nature of our organization means your personal information may be sent to countries in which standards of privacy protection differ from the standards of your country of residence. We have implemented measures to safeguard your personal information should it be transferred to another country, which include the following:

- **Standard Contractual Clauses:** We use contracts, such as the Standard Contractual Clauses published by the European Commission, to help protect your personal information when it is transferred outside Europe.
- **Binding Corporate Rules:** As a sign of our commitment to privacy, we have adopted a set of Binding Corporate Rules (**"BCRs"**). These contain our global privacy commitments, including our policy on transfers of personal information and associated individual privacy rights, with the aim of ensuring that your personal information is protected while processed by our affiliates around the world. These BCRs have been approved by the European Data Protection Authorities. You can consult our BCRs on our Privacy Center.
- **EU-US Data Privacy Framework (EU-US DPF), UK Extension to the EU-US DPF and the Swiss-US Data Privacy Framework (Swiss-US DPF) (together, the Data Privacy Framework Program):** Johnson Controls has certified to the US Department of Commerce that it adheres to the principles set out in the Data Privacy Framework Program with regard to the processing of personal data received from the European Union, the United Kingdom (and Gibraltar) and/or Switzerland. For further details please read the Data Privacy Framework Program section below.
- **APEC Cross Border Privacy Rules System ("CBPR"):** Johnson Controls privacy practices, described in this Privacy Notice, comply with the APEC Cross Border Privacy Rules System. The APEC CBPR system provides a framework for organizations to ensure protection of personal information transferred among participating APEC economies. More information about the APEC framework can be found here. Click here to view our APEC CBPR certification status.

  If you are in Japan, please be aware that we may jointly use and share your personal information within the Johnson Controls group to the extent needed for the purposes set out in this Privacy Notice. Johnson Controls K.K. and Hitachi-Johnson Controls Air Conditioning, Inc. are responsible for the management of the personal information that is jointly used.

- **Data Privacy Framework Program:** Johnson Controls, Inc. and the affiliates and subsidiaries identified below comply with the EU-US Data Privacy Framework (EU-US DPF), UK Extension to the EU-US DPF and the Swiss-US Data Privacy Framework (Swiss-US DPF) (together, the Data Privacy Framework Program) as set forth by the US Department of Commerce. Johnson Controls has certified to the US Department of Commerce that it adheres to the principles set out in the Data Privacy Framework Program in respect of with regard to the processing (including onward transfers) of personal data received from the European Union, the United Kingdom (and Gibraltar) and/or Switzerland. If there is any conflict between the terms in this Privacy Notice and the principles in the Data Privacy Framework Program, the applicable provisions of the principles shall govern.

  To learn more about the Data Privacy Framework (DPF) Program, and to view our certification, please visit https://www.dataprivacyframework.gov/ and to view our certification https://www.dataprivacyframework.gov/s/participant-search.

  In compliance with the EU-US Data Privacy Framework (EU-U.S. DPF) and the UK Extension to the EU-U.S. DPF and the Swiss-U.S. Data Privacy Framework (DPF), Johnson Controls, Inc. and the affiliates and subsidiaries identified below commit to resolve DPF Principles-related complaints about our collection and use of your personal information. EU, UK individuals and Swiss individuals with inquiries or complaints regarding our handling of personal data received in reliance on the EU-U.S. DPF, the UK Extension to the EU-U.S. DPF, and the Swiss-U.S. DPF should first contact Johnson Controls, Inc. at: privacy@jci.com.

  In compliance with the Data Privacy Framework Program, Johnson Controls commits to refer unresolved complaints concerning our handling of personal data received in reliance on the DPFs to TrustArc (https://trustarc.com/data-privacy-framework/), an alternative dispute resolution provider based in the United States.

  If you do not receive timely acknowledgment of your Data Privacy Framework Program related complaint from us, or if we have not addressed such a complaint to your satisfaction, please visit TrustArc for more information or to file a complaint: https://feedback-form.truste.com/watchdog/request. The services of TrustArc are provided at no cost to you. There may also be circumstances where you may invoke binding arbitration (as further set out in the Data Privacy Framework Program).

  The Johnson Controls affiliates and subsidiaries certified under the Data Privacy Framework Program are:

  - Johnson Controls APS Productions, Inc.
  - Sensormatic Electronics LLC
  - Exacq Technologies, Inc.
  - Tyco Fire Products, LP
  - ShopperTrak RCT Corporation
  - WillFire HC, LLC
  - York International Corp
  - Johnson Controls Security Solutions LLC

  The Federal Trade Commission has jurisdiction over our compliance with the Data Privacy Framework Program.

9. How do we protect your personal information?

We apply appropriate technical, physical and organizational measures that are reasonably designed to protect personal information against accidental or unlawful destruction, loss, alteration, unauthorized disclosure or access, and against other unlawful forms of processing. For more information on Johnson Controls' Security Practices please see here.

10. Retention and Storage

We will retain your personal information as long as necessary to provide the products you have requested, or to otherwise achieve the purpose for which the personal information was collected and processed. Typically, information is retained for the duration of any contractual relationship, or for as long as the information is required for other legitimate business purposes such as resolving disputes, complying with our legal obligations and enforcing our agreements, or as permitted by applicable law. As the purpose for processing the personal information can vary, the retention period for different categories of personal information can also vary.

We determine our retention periods in accordance with legal and operational requirements. We may store personal information in the United States and in any other country where Johnson Controls affiliates, subsidiaries or service providers operate facilities. We maintain data centers in the following locations:

Data Center Location	Data Center Name	Data Center Address
United States of America	MDC	JCI HQ Glendale 5757 N Green Bay Ave

		POB 591 53209 Milwaukee, WI
United States of America	PDC1	HP Suwanee Hosting Center 120 Satellite Boulevard NW Suwanee, GA 30024
United States of America	PDC2	HP Alpharetta Hosting Center 2525 Westside Parkway
United Kingdom	LD7	Equinix LD7 1 Banbury Avenue Slough SL1 4KG
United Kingdom	LD9	Equinix LD9 Unit 2 Powergate Site Park Volt Avenue London NW10 6PW
Singapore	SGP Singapore International	31 International Business Park #03-02 Singapore, 609921
China	JCI HQ Shanghai	North FuQuan Road No 518 Building 11 Shanghai, 200335 China

11. Cookies and Tracking Technologies on our Websites

When you visit our websites, we and our service provider(s) may collect certain information by automated means, using the following technologies: cookies, LSO (local shared objects, also known as flash cookies), local storage (HTML5), web beacons, javascript, and eEtag. For ease of reference we have referred to these technologies as "cookies" throughout.

You have a variety of tools to control the use of cookies. Certain Johnson Controls websites may offer you detailed options for controlling the use of cookies. You can also use the controls in your internet browser to limit cookies. The summary below includes further detailed information about our use of cookies and explains how you can control the use of these technologies via your browser settings.

What are Cookies? Cookies are small text files that a website transfers to your computer or another device through your web browser when you visit a website. We may use cookies to make website sign-in and usage more efficient, and to tailor your browsing preferences and improve the functionality of our websites. Cookies can be used for performance management and to collect analytical information to show how our website is being used. They can also be used for functionality management, enabling us to make the user's visit more efficient by, for example, remembering language preferences, passwords and log-in details. There are two types of cookies:

a. session cookies: deleted from your device after you leave the website; and

b. persistent cookies: remain on your device longer or until you delete it manually.

Flash Cookies (also known as Local Shared Objects) and similar technologies are intended to personalize and enhance your online experience. The Adobe Flash Player is an application that allows rapid development of dynamic content, such as video clips and animation. We use Flash cookies for security purposes and to help remember settings and preferences similar to browser cookies, but these are managed through a different interface than the one provided by your web browser. To manage Flash cookies, please see the Adobe website or visit www.adobe.com. We may use Flash cookies or similar technologies to deliver information to you based on your previous activities or to serve interest-based advertising.

Server Logs: Our server logs may also collect information about how users utilize the websites (usage data). This data may include a user's domain name, language, type of browser and operating system, Internet service provider, Internet protocol (IP) address, the site or reference directing the user to the website, the website you were visiting before you came to our website, the website you visit after leaving our site, and the amount of time spent on the website. We may monitor and utilize usage data to measure the website's performance and activity, improve the website's design and functionality or for security purposes.

Pixel Tags and Web Beacons: We may use pixel tags and web beacons on our website. These are placed on web pages or in our emails and generate a notification to us if you access the pages or open or click an email. These tools allow us to measure response to our communications and improve our web pages and promotions.

How to Modify Cookie Settings: You can change your browser settings to block or notify you when you receive a cookie, delete cookies or browse a website using your browser's anonymous usage setting. Please refer to your browser instructions or help screen to learn more about how to adjust or modify your browser settings. If you do not agree to our use of cookies or similar technologies which store information on your device, you should change your browser settings accordingly. You should understand that some features of our websites may not function properly if you do not accept cookies or these technologies.

Consent to Cookies: Where required by applicable law, you will be asked to consent to certain cookies and similar technologies before we use or install them on your computer or other device.

- **Data Sharing and Browser "Do Not Track" Requests:** We do not (and do not permit others) to track our website visitors, therefore we do not process web browser Do Not Track signals. To learn more about browser tracking signals and Do Not Track please visit http://www.allaboutdnt.org/.
- **Linked sites:** We may provide links to third-party websites ("linked sites") from our websites. Linked sites are not necessarily reviewed, controlled or examined by us. Each linked site may have its own terms of use and privacy notice, and users must be familiar and comply with all such terms when using linked sites. We are not responsible for the policies and practices of any linked site, or any additional links contained in them. These links do not imply our endorsement of the linked sites or any company or service and we encourage users to read linked sites' terms and notices prior to using them.
- **Google Analytics:** We may use Google Analytics on our website to collect information about your online activity on our websites, such as the web pages you visit, the links you click, and the searches you conduct. We may use the information to compile reports and to help us improve the website. The cookies collect information, including the number of visitors to the website, where visitors have come to the site from and the pages they visited. The information generated by those cookies and your current IP-address will be transmitted by your browser to and will be stored by Google on servers in the United States and other countries. Google will use this information on our behalf for the purpose of evaluating your use of our website as described above. The IP address collected through Google Analytics will not be associated with any other data held by Google. For more information about the information gathered using Google Analytics please visit http://www.google.com/intl/en/analytics/privacyoverview.html. You can prevent these cookies by selecting the appropriate settings on your browser. If you do this, you may not be able to use the full functionality of our websites. You may download and install the Google Analytics Opt-out Browser Add-on available here: http://tools.google.com/dlpage/gaoptout.
- **Google Remarketing Technology:** Our websites may use Google's remarketing technology. This technology enables users who have already visited our online services and shown interest in our services to see targeted advertising on the websites of the Google partner network. Likewise, users that are similar to the visitors of our website can be served an advertisement. The information generated by the cookie about the website use will be transmitted to and stored on servers in the United States by Google. In the event that the IP address is transferred, it will be reduced by the last 3 digits. Using cookies, the user behavior on a website can be analyzed and subsequently utilized to provide targeted product recommendations and advertising based on the user's interests. If you would prefer to not receive any targeted advertising, you can deactivate the use of cookies for these purposes through Google by visiting the website: https://www.google.com/settings/ads/. Please note that Google has its own data protection policy which is independent of ours. We assume no responsibility or liability for their policies and procedures. Please read Google's privacy policy before using our websites (https://www.google.com/intl/en/policies/privacy/).

- **Facebook Conversion Tracking:** Our websites may utilize the Conversion Tracking Pixel service of Facebook Inc., 1601 S. California Ave., Palo Alto, CA 94304, USA ("Facebook"). This tool allows us to follow the actions of users after they are redirected to a provider's website by clicking on a Facebook advertisement. We are thus able to record the efficacy of Facebook advertisements for statistical and market research purposes. While we cannot see the personal data of any individual user, the collected data are saved and processed by Facebook. Facebook is able to connect the data with your Facebook account and use the data for their own advertising purposes, in accordance with Facebook's Data Use Policy found under: https://www.facebook.com/about/privacy/. Facebook Conversion Tracking also allows Facebook and its partners to show you advertisements on and outside Facebook. In addition, a cookie will be saved onto your computer for these purposes. Only users over 13 years of age may give their permission. If you would like to revoke your permission, follow this link: https://www.facebook.com/ads/website_custom_audiences/.
- **Interest-Based Advertising:** We allow third parties on our websites to use cookies and similar tracking technologies to collect information and infer your interests for interest-based advertising purposes. If you would prefer to not receive personalized ads based on your browser or device usage, you may generally express your opt-out preference to no longer receive tailored advertisements. Please note that you will continue to see advertisements, but they will no longer be tailored to your interests. To opt-out of interest-based advertising by participating companies in the following consumer choice mechanisms, please visit: Digital Advertising Alliance (DAA)'s self- regulatory opt-out page (http://optout.aboutads.info/) and Network Advertising Initiative (NAI)'s self-regulatory opt-out page (http://optout.networkadvertising.org/). If you are located in the European Economic Area, please visit European Interactive Digital Advertising Alliance (EDAA)'s consumer opt-out page (http://youronlinechoices.eu).

12. Your Rights

Depending on your location and subject to local data protection laws, you may have certain rights relating to your personal information. These rights may include:

- A right for you to access your personal information held by us;

- A right to request that we rectify, restrict, erase, anonymize or delete the personal information held or processed by us;
- You may have a right to ask for further information about how we are using your personal information, including, with whom such information has been shared;
- A right to transfer your personal information to another controller;
- You may have a right to object to the processing of your personal information, including a right to opt-out or object to direct marketing;
- A right to object to decisions based solely on automated processing (such as profiling)
- which produces legal effects;
- A right to withdraw your consent from us at any time, if we are relying on your consent to process your personal information. Please note that withdrawal of your consent does not retroactively invalidate any prior processing activities that were conducted based on your previous consent;
- A right to make a complaint or lodge a grievance (see Section 16);
- A right to request the translation of the Privacy Notice into certain languages;
- A right to deactivate or de-register an account.

If you would like to exercise any of your rights, please refer to our privacy request portal for further information about how you can make a request. Alternatively, you may contact our Privacy Office using the methods provided in the Contact Us section.

Please note that in certain situations Johnson Controls will handle personal information as a data processor on behalf of our customers. In these circumstances, the customer will have determined the means and purposes of the processing and therefore it is the customer who will be responsible for handling and complying with requests to exercise your data protection rights. Where we are a data processor of your personal information please contact the customer directly for assistance.

13. How can I change my communication preferences?

From time to time, we may send you emails, product updates, customer satisfaction surveys, invites for webinars or any other forms of communications containing marketing communications. If we process your personal information for the purpose of sending you marketing communications and you no longer wish to receive these communications, you may opt out at any time. To opt out of receiving direct marketing communications, you can:

- click on the “opt out” links contained in the received email; or
- contact our Privacy Office at privacy@jci.com or using the methods provided in the Contact Us section of our websites.

14. Automated Decision-Making

We respect your rights under law (to the extent provided for by the local laws of your country) regarding automated decision-making. At Johnson Controls, we value fairness – we will examine any models or automated decisions for deliberate fairness so as to minimize bias in the outcomes. We commit to providing a responsible AI environment which establishes trust and confidence in the desired outcomes.

We accomplish this with the understanding that human involvement is crucial. By allowing “human in the loop” determinations to set parameters regarding the automated decision□making in their facility, our customers help maintain the trustworthiness of the technology itself. The goal is to strike a balance between efficient, unbiased automated decisions and enhanced human decisions through AI data delivery.

Where we use camera/video technology and facial recognition we ensure our systems are effective, safe and secure while also implementing strong accountability and governance in order to achieve fairness and compliance. Our core business is to enable healthy, efficient, sustainable and safe buildings for their owners and occupants. We continuously review our products and their automated decision-making features through this strategic lens to ensure we are driving outcomes that are valuable to our customers. Our automated decision-making features are designed against that strategic intent and produce societally beneficial outcomes that are not specific to any one person or individual. In the event that decisions are made solely based on automated methods of processing and produce legal effect or significantly affect an individual, we will provide you with the opportunity to question the decision or request manual review.

15. Children

Our websites are not directed at children and we do not use our websites to knowingly solicit personal information from or market to children. If we learn that a child has provided personal information through one of our websites, we will remove that information from our systems.

16. How can I make a complaint?

If you have concerns about the handling of your personal information you can contact our Privacy Office, using the methods provided in the Contact Us section of our websites.

We ask that you contact us in the first instance to try and resolve your concerns. However, depending on the country in which are you are located, you may also have the right to make a complaint to your local supervisory authority.

17. Local Addenda for Certain Countries

We have prepared addenda to this Privacy Notice with specific information for certain countries or regions where required by applicable local law. You can find these complementary privacy notices through the local addenda links below:

- California, USA
- Mexico
- Brazil
- China

18. Modifications to our Privacy Notice

We reserve the right to change, modify, and update this Privacy Notice at any time. If we propose to make any material changes, we will notify you by means of a notice on this page. Please check periodically to ensure that you have reviewed the most current notice.

19. How to Contact Us?

If you would like to communicate with us regarding privacy issues or have questions, comments or complaints, please contact our Privacy Office using the methods provided in the Contact Us section of our websites.

For inquiries to or communication with our relevant Data Protection Officers, please contact privacy@jci.com.

You may also contact us by mail:
Global Privacy Office
Johnson Controls
5757 North Green Bay Avenue
Milwaukee, Wisconsin 53209
USA

If you have an unresolved privacy or data use concern that we have not addressed satisfactorily, please contact our U.S.-based third-party dispute resolution provider (free of charge) at https://feedback-form.truste.com/watchdog/request

FOLLOW US @JOHNSON CONTROLS

Following
1,357,843

FIND A LOCATION

Type location here



PRODUCTS & SOLUTIONS

INDUSTRIES

OPENBLUE

SERVICE & SUPPORT

INSIGHTS

EVENTS

SMART BUILDINGS

ABOUT US

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JOHNSON CONTROLS TERMS OF SERVICE

These Johnson Controls Terms of Service (this "Agreement") govern your use of the JCI platform as a service, software as a service, or other hosted offering (the "Services") made available to you under this Agreement. This Agreement is a binding legal contract between you or the entity on whose behalf you accept this Agreement ("you" and "your") and the Johnson Controls affiliate identified in Section 13 as offering the applicable Service ("JCI", "we", or "us"). This Agreement includes the Local and Supplemental Terms set forth in Section 13.

By entering into an Order or by accessing or using the Services, you agree that you have read, understand, and agree to be bound by this Agreement, as amended from time to time. If you do not or cannot agree to be bound by this Agreement, you may not access or use the Services. If you are accessing or using the Services on behalf of a person or an organization, you are agreeing to this Agreement for that person or organization and representing to JCI that you have the authority to bind that person or organization to this Agreement. This Agreement requires the use of binding arbitration to resolve disputes rather than jury trials or class actions. Please see Section 22 for details, including instructions to follow in order to opt out of binding arbitration and the class action waiver.

1. **Services.** Subject to your continuing compliance with the terms of this Agreement, you may access and use the Services for your internal business purposes only, subject to the Documentation. The Service includes access to JCI's then-current generally available documentation for use and operation of the Service (the "**Documentation**"). "**Order**" means each ordering document (e.g., an order or order form) that references this Agreement or the Services and is between you and JCI (or one of JCI's authorized distributors or resellers) pursuant to which you purchase a term-based right to use to the Services.

2. Authorized Users; Your Account. You will only permit the maximum number of individuals ("Authorized Users") identified on the Order, if any, to utilize a user name and password ("Account Information"). You will ensure the security and confidentiality of your Account Information, and you are responsible for all activities performed in the Service with your Account Information. To use the Services, you must register for a user account by providing accurate and complete registration information. You will not permit any other person to use your account. By creating an account, you represent and warrant that you are an Authorized User. If you are an employer, you will ensure that all of your Authorized Users comply with the terms of this Agreement, and you will be jointly and severally liable for all actions of Authorized Users related to their access or use of the Service, and any failure by such Authorized Users to comply with the terms of this Agreement will constitute a breach by you; further, you will promptly notify JCI if you discover any possible misuse, loss, or disclosure of your or your Authorized Users' Account Information. JCI reserves the right to restrict who is eligible for an account.

3. Updates; Availability of Features and Functions; Software. JCI may, at any time and in its sole discretion, modify, deprecate, upgrade, or release a new version of the Service, or any portion of its features and functions. Unless otherwise expressly and separately agreed to by JCI, any modification or new version of the Service will be subject to the terms of this Agreement. You may be required to pay additional fees to access new features or functions. Certain features and functions of the Service may be made available based on specific configuration of products and may not be available to you without payment of additional fees. JCI will use commercially reasonable efforts to notify you of any material detrimental change to or discontinuation of the Service. If you establish that a change made by us pursuant to this Section has a materially adverse effect on your authorized use of the Service, you may notify us in writing, and we may propose resolutions or work-arounds. If we are unable to provide you with a resolution or work-around reasonably satisfactory to you, then notwithstanding anything to the contrary, you may terminate this Agreement upon written notice to us. JCI may change, discontinue, or deprecate any APIs utilized for the Service, if any, from time to time but will use commercially reasonable efforts to continue supporting the previous version of any API changed, discontinued, or deprecated for twelve (12) months after the change, discontinuation, or deprecation unless supporting the previous version: (a) would pose a security or intellectual property issue; (b) is economically or technically burdensome; or (c) is rendered impossible or impractical as a result of a requirement of law or request from governmental entities. You agree that JCI will not be liable to you or to any third party for any modification, suspension, or discontinuance of the Services or any part of the Services, other than to refund any pre-paid, unused fees for the discontinued Services.

4. Software. The Services may require the installation of software (the "Software") to function (e.g., software embedded in our equipment at your location or on your equipment or systems). Software provided to you as part of the Service is provided under the end user license agreement included with such Software, and if none, JCI's General End User License Agreement set forth at www.johnsoncontrols.com/buildings/legal/digital/generaleula provided that in either instance your use of the Software shall be solely for the purpose of enabling you to use and enjoy the benefit of the Services as permitted under this Agreement. The Software may periodically check for updates that will be automatically installed on your equipment or systems without providing any additional notice or requiring any additional consent from you. By accepting this Agreement, you agree to receive these types of automatic updates without any additional notice, and you consent to these automatic updates. If you do not want updates, you must stop using the Services and Software and terminate your account; otherwise, you will receive these updates automatically. You acknowledge that installing updates may be required for continued use of the Services and the Software, and you agree to promptly install any updates provided by JCI.

5. Availability Service Level. Unless a different Services availability level is set forth in the Order or the Supplemental Terms, JCI shall use commercially reasonable efforts to make the Services available twenty four (24) hours a day, seven (7) days a week, except for unavailability of Pre-GA/Trial Services and unavailability due to (i) system maintenance and planned downtime (of which JCI shall use reasonable efforts to give prior notice) and (ii) any unavailability caused by: [a] your software or hardware or Third Party Software or hardware; [b] circumstances beyond JCI's reasonable control, including but not limited to internet service provider and mobile carrier service availability; and [c] misuse of the Services or other violations of this Agreement by you.

6. Restrictions. You will not (and will not allow others to): (a) access or use the Services in any manner or for any purpose, other than as expressly permitted by this Agreement; (b) publish, distribute, license, sell, rent, lease, host or otherwise commercially exploit the Service; (c) modify, alter, tamper with, copy, or create derivative works of the Service; (d) decompile, disassemble, reverse engineer, or otherwise attempt to derive the source code of any software included in the Services or the trade secrets embodied in the Service, except to the extent the foregoing restrictions are prohibited by applicable law or by the licensing terms governing the use of open-source components that may be included with the Services; (e) use the Service for purposes of developing a similar or competing product or service or other commercial offering; (f) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation or Service; (g) **use the Service to store or transmit any Customer Data (as defined in Section 20) that contains or is used to initiate a denial of service attack, software viruses or other harmful or deleterious computer code, files or programs such as Trojan horses,** worms, time bombs, cancelbots, or spyware; (h) jeopardize the security of

your Service account or anyone else's account (such as allowing someone else to log in to the Service as you); (i) interfere with the proper working of the Service (including by placing an unreasonable load on the Service infrastructure); (j) work around any technical or security restrictions or limitations in the Services; (k) access or attempt to access any of the Services by means other than an interface provided by JCI; or (l) use any Internet-based features in any way that could interfere with others' use of them or to try to gain access to or use any service, data, account, or network in an unauthorized manner.

7. Compliance. You will ensure your use of the Services and Software (as applicable) is in compliance with all foreign, federal, state and local laws, rules, and regulations applicable to your use. By accessing or using the Services, you warrant that you have all necessary rights and permissions to enter into this Agreement and your doing so does not violate any foreign, federal, state and local laws, rules, and regulations applicable to your access or use of the Services. You will ensure that you have all necessary rights and permissions to use any Customer Data that you submit to or otherwise use in connection with the Services.

8. Evaluation Offerings. From time to time, we may offer you access to certain Services, and certain pre-release versions, features and functions of the Services, to you on a beta, pre-GA, trial, or evaluation basis (the "Pre-GA/Trial Services"). Pre-GA/Trial Services are provided to you free of charge, except as otherwise specified by us or as otherwise specified in your Order, and may only be used for your own internal testing and evaluation of such Pre-GA/Trial Services. We may limit, suspend, or terminate your access to any portion of the Pre-GA/Trial Services for any reason in our sole discretion. All restrictions, limitations, and obligations related to your access to and use of the Services set forth in this Agreement shall apply to your access and use of the Pre-GA/Trial Services. Any Pre-GA/Trial Services are subject to change without notice and may differ substantially upon commercial release. Pre-GA/Trial Services are provided "as-is" and without warranty of any kind.

9. Third Party Software, Products and Services. To the extent any software licensed from third parties ("Third Party Software") is provided with or incorporated into the Service, you will comply with, and agree to be bound to, the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are provided at www.johnsoncontrols.com/techterms or within the Services or Software.

10. Term and Termination. This Agreement will commence on the earlier of: (a) the date you enter into an Order; or (b) the date you first access or use the Service (the "Effective Date") and will remain in effect for the term set forth in the Order, unless terminated in accordance with the provisions of this Agreement (the "Term"). Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. Upon any termination or expiration of this Agreement, the use and access rights granted to you under this Agreement will automatically terminate, and you will have no further right to use or access the Services.

11. Suspensions. JCI may suspend your access to or use of the Service, in whole or in part, immediately without notice to you, if JCI determines that: (a) you are in breach of this Agreement; (b) any amounts owed by you remain past due; (c) it is reasonably necessary to prevent unauthorized access to the Service; or (d) your or your Authorized Users' access or use of the Service: (i) poses a security risk to the Service or any third party; (ii) may adversely impact the Service or the systems related thereto; (iii) may subject us or a third party to any liability; or (iv) may be fraudulent or prohibited by applicable law, rule, or regulation. You will remain responsible for all Fees for the use of the portions of the Services not suspended.

12. Fees; Taxes. You will pay JCI (or its distributor or reseller) all fees identified on or referenced in the Order(s) ("Fees") within thirty (30) days of the invoice date, unless a different period is specified in the applicable Order, and payments not made within such time period shall be subject to late charges equal to the lesser of: (a) one and one-half percent (1.5%) per month of the overdue amount; or (b) the maximum amount permitted under applicable law. To the extent permitted by applicable law, your Order is noncancelable and the sums paid nonrefundable, except as otherwise provided in this Agreement or your Order. Unless otherwise set forth in an applicable Order, any renewal of the Services will be at the then-applicable JCI list price. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Service shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes. You will pay all court costs, fees, expenses, and reasonable attorneys' fees incurred by JCI in collecting delinquent Fees.

13. Geographic and Service Specific Terms.

a. Contracting Entity. The JCI affiliate you are contracting with depends on your geographic location and choice of Service. The applicable JCI affiliate you are contracting with for your Service is set forth on your Order.

b. Local Terms. If the Service is being provided by a JCI affiliate outside of the United States, then the appliable local terms set forth at www.johnsoncontrols.com/toslocalterms ("Local Terms") will apply to the provision of such Service. Applicable Local Terms are incorporated by reference in this Agreement.

c. Supplemental Terms. Service specific, supplemental terms governing particular Services are set forth at www.johnsoncontrols.com/techterms (the "Supplemental Terms"). Applicable Supplemental Terms are incorporated by reference in this Agreement.

14. Limited Warranty; Disclaimer. JCI warrants that the Service will perform substantially in conformance with its Documentation throughout the Term. Except to the extent prohibited by applicable law, JCI's sole obligation and your sole and exclusive remedy for breach of the foregoing warranty shall be that JCI will use commercially reasonable efforts to correct the non-conforming Service functionality without charge. JCI shall not be liable for warranty nonconformance caused by use or combination with hardware and software not provided by JCI, misuse of the Service, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION OR RESULTS OBTAINED THROUGH THE SERVICES OR PRE-GA/TRIAL SERVICES ARE PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE DIRECTORS, OFFICERS, AGENTS, LICENSORS, SERVICE PROVIDERS, SUPPLIERS, SUBCONTRACTORS, DISTRIBUTORS, AND VENDORS (THE "JCI PARTIES") MAKE NO (AND SPECIFICALLY DISCLAIM ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, THIRD PARTY SOFTWARE AND ANY DATA, INFORMATION, OR RESULTS OBTAINED THROUGH THE SERVICES OR PRE-GA/TRIAL SERVICES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE,

INCLUDING, WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF ACCURACY, NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE; (B) ANY WARRANTY THAT: (I) THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE OR THIRD PARTY SOFTWARE WILL MEET YOUR REQUIREMENTS; (II) THE SERVICES, PRE-GA/TRIAL SERVICES, SOFTWARE, OR THIRD PARTY SOFTWARE WILL BE UNINTERRUPTED, ERROR-FREE (INCLUDING INTERRUPTIONS DUE TO CYBERATTACKS OR MALICIOUS CODE OR OTHERWISE), FREE OF HARMFUL COMPONENTS, TIMELY OR SECURE; OR (III) THE SERVICES, PRE-GA/TRIAL SERVICES, OR SOFTWARE WILL BE COMPATIBLE WITH ANY HARDWARE OR SOFTWARE NOT EXPLICITLY SPECIFIED IN THE DOCUMENTATION, OR THAT DEFECTS IN THE SERVICES, PRE-GA/TRIAL SERVICES OR SOFTWARE WILL BE CORRECTED; AND (C) ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS WILL CREATE ANY ADDITIONAL WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI'S OBLIGATIONS HEREUNDER. SOME JURISDICTIONS DO NOT ALLOW THE FOREGOING EXCLUSIONS. IN SUCH AN EVENT, SUCH EXCLUSION WILL NOT APPLY TO YOUR SOLELY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

15. Third Party Claims.

a. BY US. JCI will defend and/or settle, at our cost and expense, any third party claim, suit, action, or proceeding ("Claim") brought against you alleging that the Service infringes a United States patent or a United States registered copyright of that third party, and JCI will pay all damages finally awarded and settlement amounts entered into by us on your behalf related to a covered Claim. The foregoing obligation of JCI is contingent upon you promptly notifying JCI in writing of such Claim, permitting JCI sole authority to control the defense or settlement of such Claim, and providing JCI reasonable assistance in connection therewith. If a Claim of infringement under this Section occurs, or if JCI determines a claim is likely to occur, JCI may, in its sole discretion, either: (a) procure the rights for you to continue to use the Service free of the infringement claim; or (b) replace or modify the Service to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to JCI, JCI may, in its sole discretion, immediately terminate this Agreement and refund to you any fees paid for Services not yet provided as of the termination date. Notwithstanding the foregoing, JCI shall have no obligation with respect to any claim of infringement that is based upon or arises out of the following (the "Excluded Claims"): (a) the use or combination of the Service with any hardware, software, products, information, data, or other materials not provided by us, including your own systems and Customer Data; (b) modification or alteration of the Service by anyone other than JCI or its agents, or if by JCI or its agents, modifications or alterations made at your instruction; (c) your breach of this Agreement or misuse of the Service or use of the Service in excess of the rights granted in this Agreement; (d) use of infringing aspects of the Service after we have notified you of the alleged infringement, provided you with a non-infringing alternative, or after we have terminated the Agreement, or (e) any Third Party Software. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAWS, The provisions of this Section state the sole and exclusive obligations and liability of THE JCI PARTIES for any claim of intellectual property infringement, MISAPPROPRIATION, OR OTHER VIOLATION OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS arising out of or relating to the ServiceS, SOFTWARE, and/or this Agreement.

b. BY YOU. You will indemnify, defend, and hold the JCI Parties harmless from any claims, damages, losses, liabilities, costs and expenses (including reasonable attorney's fees) arising out of or related to a Claim arising out of or related to: (a) the Excluded Claims; (b) any breach of this Agreement; or (c) any allegation that the materials or content that you submit or otherwise make available under the Agreement, including the Customer Data, infringe, misappropriate or violate the intellectual property rights of a third party. JCI must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith.

16. Use Limitations. In addition to any applicable Supplemental Terms, the following limitations apply to the Services:

a. The Services are intended to be accessed and used for non-time-critical information, not as a primary and real-time alarm and/or life safety monitoring platform. THE SERVICES ARE NOT INTENDED TO PROVIDE ANY EMERGENCY, EMERGENCY NOTIFICATION, MISSION CRITICAL, OR SAFETY RELATED FUNCTIONALITY, AND YOU WILL NOT USE THE SERVICES IN SUCH MANNER. The Services are subject to sporadic interruptions and failures for a variety of reasons beyond JCI's control, including Wi-Fi intermittency, service provider uptime, mobile carriers, among others, as well as routine system maintenance. You acknowledge these limitations and agree that JCI is not responsible for any damages allegedly caused by any interruption, failure, or delay of the Services. If you use the Services in any of the prohibited applications identified in this Section: (i) you acknowledge that such use is at your sole risk; (ii) you agree JCI are not liable, in whole or in part, for any claim or damage arising from such use; and (iii) you will indemnify, defend and hold JCI harmless from and against any and all claims, damages, fines, sanctions, losses, costs, expenses, and liabilities arising out of or in connection with such use.

b. Under no circumstances will JCI be liable or responsible for any use, or any results obtained by the use of, the Services or Software in conjunction with any services, software, or hardware that are not provided by JCI. All such use will be at your sole risk and liability.

17. Limitation of Liability. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL THE JCI PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY, UNDER ANY CAUSE OF ACTION OR THEORY OF LIABILITY EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, FOR ANY: (A) SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES; (B) LOST PROFITS, REVENUES, DATA, CUSTOMER OPPORTUNITIES, BUSINESS, ANTICIPATED SAVINGS, OR GOODWILL; AND (C) BUSINESS INTERRUPTION. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF THE JCI PARTIES UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO THE FEES PAID BY YOU FOR THE SERVICE DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE FIRST EVENT GIVING RISE TO THE LIABILITY. THE LIMITATIONS AND EXCLUSIONS ALSO APPLY IF THIS REMEDY DOES NOT FULLY COMPENSATE YOU FOR ANY LOSSES OR FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES. IN SUCH AN EVENT, THIS LIMITATION WILL NOT APPLY TO YOU TO THE EXTENT PROHIBITED BY LAW.

18. Confidentiality.

a. You acknowledge that all information disclosed by JCI to you, whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure, including the Service

and the ideas, methods, techniques, and expressions thereof contained in the Service, business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by JCI (collectively, "JCI Confidential Information") constitute confidential and proprietary information of JCI, the unauthorized use or disclosure of which would be damaging to JCI. However, JCI Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to JCI; (ii) was known to you prior to its disclosure by JCI without breach of any obligation owed to JCI; (iii) is received from a third party without breach of any obligation owed to JCI; or (iv) was independently developed by you.

b. You agree to: (i) protect the JCI Confidential Information using the same degree of care that you use to protect the confidentiality of your own confidential information of like kind (but not less than reasonable care); (ii) not use any JCI Confidential Information for any purpose outside the scope of this Agreement; and (iii) except as otherwise expressly provided in this Agreement or authorized by JCI in writing, limit access to JCI Confidential Information to those of your employees and contractors who need that access for purposes consistent with this Agreement and who have signed confidentiality agreements with you containing protections not materially less protective of the JCI Confidential Information than those herein. You may disclose JCI Confidential Information to the extent compelled by law to do so, provided you give JCI prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at JCI's cost, if JCI wishes to contest the disclosure.

19. Equitable Remedy. You recognize and agree that a remedy at law for damages will not be adequate to fully compensate JCI for the breach of Sections 1 (Services), 6 (Restrictions), or 18 (Confidentiality). Therefore, JCI will be entitled to temporary injunctive relief against you without the necessity of proving actual damages and without posting bond or other security. Injunctive relief will in no way limit any other remedies JCI may have as a result of breach by you of the foregoing Sections or any other provision of this Agreement.

20. Data. You acknowledge and consent to our collection, processing, and use of the Customer Data as described in this Section.

a. Data Security. We are committed to protecting the security and integrity of the Customer Data. We will maintain an information security program that is proportionate to the multiple and diverse risks associated with networked technologies.

b. Customer Data. As between you and us, you own all right, title and interest in and to the Customer Data. You grant to us and our affiliates a non-exclusive, worldwide, sublicensable, perpetual, paid-up right and license to use the Customer Data to provide, maintain, protect, and improve the Service and to improve and develop our products and services. You will secure and maintain all legally required consents and rights and have provided all legally required notices to provide the Customer Data to us. You are solely responsible for all Customer Data including the creation or maintaining of backups and copies of all Customer Data and the accuracy, integrity, quality, legality, and appropriateness of the Customer Data. JCI does not make any representations and warranties with respect to the Customer Data. "Customer Data" means data you or anyone acting on your behalf runs on the Service, causes to interface with the Service or submits to the Service.

c. De-Identified Data. Notwithstanding the other terms in this Agreement, we may use or disclose De-Identified Data for any purpose. "De-Identified Data" means Customer Data that does not identify you directly or by inference.

d. Location of Data. Customer Data may be transferred to or stored and/or processed in the United States or other countries in which we or our affiliates or subcontractors operate. We will act in accordance with the requirements of this Agreement regardless of where we store or process the Customer Data.

e. Legal Purpose Disclosure. Notwithstanding the other terms of this Section, we may use or disclose Customer Data as we believe in good faith to be necessary or appropriate: (i) under applicable law, including laws outside your country of residence; (ii) to comply with legal process; (iii) to respond to lawful requests from public or government authorities; and (iv) to enforce this Agreement or allow us to pursue available remedies or limit the damages that we may sustain.

f. Personal Information. We are dedicated to safeguarding personal information and processing it in a manner consistent with user expectations. The data processing addendum at www.johnsoncontrols.com/dpa (the "DPA") is incorporated by reference herein and will apply to the extent any Customer Data is Personal Data (as defined in the DPA). In regards to other Personal Data, if any, JCI will comply with the Johnson Controls Privacy Notice at http://www.johnsoncontrols.com/legal/privacy.

21. Proprietary Rights.

a. Service. Except for the limited license rights and other terms expressly set forth in this Agreement, JCI and its licensors reserve all right, title, and interest (including all intellectual property rights) in and to the Services. All trademarks, logos, and service marks ("Marks") displayed on the Services are the property of JCI or of their respective owners. You are not permitted to use any of the Marks without the applicable prior written consent of JCI or such respective owners.

b. Feedback. Any suggestions, information, comments, or other feedback provided by you to JCI regarding the Services or any other products or services provided by JCI (including, without limitation, with respect to modifications, enhancements, improvements, and other changes to the Services or other products or services provided by JCI) (collectively, "Feedback") is voluntary, and you hereby grant to JCI an irrevocable, non-exclusive, perpetual, world-wide, royalty-free, transferrable license to use (and authorize others to use) any Feedback without restriction.

22. Governing Law and Arbitration, Class-Action Waiver and Jury Waiver.

a. Governing Law. You agree that this Agreement, and any claim, dispute, action, or issue arising out of or relating to this Agreement or your use of the Services is governed by the Federal Arbitration Act, applicable federal law, and the laws of the State of Wisconsin without reference to conflict of laws principles. Unless a dispute would be governed by an applicable arbitration clause, you agree to submit to the personal jurisdiction of the state and federal courts in or for Milwaukee County, Wisconsin for the purpose of litigating all such claims or disputes. Notwithstanding the foregoing, JCI may seek injunctive or other equitable relief to protect its (or its licensors or service providers') confidential information and intellectual property rights or to prevent loss of data or damage to its servers in any court of competent jurisdiction. In the event it is determined by a court of competent jurisdiction that the Federal Arbitration Act, applicable federal law, and the laws of the State of Wisconsin are inapplicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree to the application of the laws of the country in which you entered into this Agreement to govern, interpret, and enforce all of your and JCI's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.

b. Arbitration. Any dispute or claim relating in any way to this Agreement or your access or use of any Services will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. Arbitration will take place in Milwaukee, Wisconsin, U.S.A. The Federal Arbitration Act and federal arbitration law apply to this Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is limited. An arbitrator can award on an individual basis the same damages and relief as a court, including injunctive and declaratory relief or statutory damages, and must follow the provisions of this Agreement as a court would.

c. Initiation of Arbitration. To begin an arbitration proceeding, you must send a letter requesting arbitration and describing your claim to Johnson Controls, Inc., Attention: Legal Department at 507 E. Michigan Street, Milwaukee, Wisconsin 53202, United States. Your notice to JCI must: (i) provide your name, mailing address, and email address; (ii) describe the dispute; and (iii) state the relief you are requesting. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules. The AAA's rules are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules.

d. WAIVER OF CLASS ACTIONS. You and JCI each agree that any dispute resolution proceedings will be conducted only on an individual basis and not in a class, consolidated, or representative action. If, for any reason, a claim proceeds in court rather than in arbitration, you and JCI each waive any right to a jury trial. You and JCI both agree either you or JCI may bring suit in a state or federal court in Milwaukee County, Wisconsin, United States to enjoin infringement or other misuse of intellectual property rights.

e. OPTION TO OPT-OUT. To opt out of the arbitration and class-action waiver terms in this Section 22, you must notify JCI in writing within thirty (30) days of the date that you first accept this Agreement (unless a longer period is required by applicable law). You must mail your written notification to JCI, Attention: Legal Department to the address in Section 22(c). Subject to Section 22(f), if you do not notify JCI as outlined in this Section 22(e), you agree to be bound by the arbitration and class-action waiver provisions herein, including such provisions in any Agreement revised after the date of your first acceptance.

f. You may reject any change JCI makes to Section 22 (except address changes) by sending JCI written notice within thirty (30) days of the change by mail to the address in Section 22(c). If you do, the most recent version of Section 22 before the change you rejected will apply. It is not necessary to send JCI a rejection of a future change to this Section 22 if you had properly opted out of the arbitration and class-action waiver provisions in this Section 22 within the first thirty (30) days after you first accepted this Agreement.

23. General. This Agreement and all Orders constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. In the event of a conflict between or among the documents that make up this Agreement, such conflict shall be resolved by giving priority in the following order: the terms of any applicable Local Terms, the Terms of any applicable Supplemental Terms, the terms in the remainder of this Agreement, and terms of the applicable Order. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by JCI to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The official language of this Agreement is English. If there is a conflict between versions of this Agreement in any other language, the English language version controls. The following provisions shall survive any termination or expiration of this Agreement: Section 6 (Restrictions), 7 (Compliance), 12 (Fees; Taxes) (to the extent of any fees accrued prior to the date of termination), 13 (Geographic and Service Specific Terms), 14 (Limited Warranty; Disclaimer), 15 (Third Party Claims), 17 (Limitation of Liability), 18 (Confidentiality), 20 (Data), 21 (Proprietary Rights), 22 (Governing Law and Arbitration; Class-Action Waiver and Jury Waiver), 23 (General), 24 (Export/Import), and 25 (U.S. Government Rights). This Agreement and any associated rights or obligations, may not be assigned or otherwise transferred by you without JCI's prior written consent. This Agreement may be assigned by JCI without restriction. This Agreement is binding upon any permitted assignee.

24. Export/Import. The Services are licensed for use in the specific country authorized by JCI. You may not export or import the Services to another country without JCI's written permission and payment of any applicable country specific surcharges. You will fully comply with all relevant and applicable export and import laws and regulations of the United States and foreign nations in which the Services will be used ("Export/Import Laws") to ensure that neither the Services nor any direct product thereof are exported or imported, directly or indirectly, in violation of any Export/Import Laws; or are intended to be used for any purposes prohibited by the Export/Import Law. These laws include restrictions on destinations, end users, and end uses. You represent and warrant that you: (a) are not a citizen, national or resident of, nor under the control of, the government of Cuba, Iran, North Korea, Syria, Sudan, or any other country to which the United States or the European Union has prohibited export; (b) are not listed on the United States Department of Treasury lists of Specially Designated Nationals, Specially Designated Terrorists, and Specially Designated Narcotic Traffickers, nor listed on the United States Department of Commerce Table of Denial Orders, nor any other United States Government exclusion lists; (c) are not under the control of or an agent for anyone on such lists or the entities listed above; (d) will not export or re-export any portion of the Services, directly, or indirectly, to the above-mentioned countries or to citizens, nationals, or residents of those countries or to persons on the above mentioned lists; and (e) will not use the Services for, and will not allow the Services to be used for, any purposes prohibited by United States or European Union law, including for the development, design, manufacture, or production of nuclear, chemical, or biological weapons of mass destruction.

25. U.S. Government Rights. The Service is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Service with only those rights set forth herein.

26. Electronic Acceptance. This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent), and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records, when produced in hard copy form, shall constitute business records and shall have the same validity as any other generally recognized business records.

27. Notice. JCI may need to communicate with you from time to time regarding this Agreement or the Services. JCI may provide such notice to you via email to the email address you provided to JCI, or through the user interface for the Services, or on our site on which this Agreement is posted. If you have questions regarding this Agreement or need to contact JCI, including to send legal notices, please see https://www.johnsoncontrols.com/contact-us for JCI's contact information in the jurisdiction in which you are located. Copies of any legal notices should be sent to Johnson Controls, Inc., Attn: Legal Department at 5757 N Green

Bay Avenue, Milwaukee, Wisconsin 53209, United States.

28. Changes to this Agreement. Except to the extent prohibited by applicable laws, we may modify this Agreement (including the Supplemental Terms) by posting a revised version on our site on which the applicable Agreement terms are posted, via the Services, by email to the email address associated with your Account, or any means permitted under Section 28. Any changes to this Agreement will be effective upon posting (or such later effective date as may be indicated at the top of the revised Agreement terms). You should ensure that you have read and agree with our most recent Agreement when you use the Service. If you do not agree to the Agreement as amended, you must stop using the Services and cancel your account. Your continued use of the Services after the date the amended Agreement is posted will constitute your acceptance of the amended Agreement.

29. Copyright Infringement. If you believe that information or any other material has been used on the Services in a manner that constitutes copyright infringement, please provide notice of such infringement to BTS-DMCAagent@jci.com or to Johnson Controls, Attn: Legal Department, 5757 N Green Bay Avenue , Milwaukee WI, 53209, USA. Only inquiries relevant to this copyright infringement procedure will receive a response. Your notice should include the following information:

- an electronic or physical signature of a person authorized to act on behalf of the owner of the exclusive right that is allegedly infringed;
- identification of the copyrighted work claimed to have been infringed;
- a description of where the material is located on the Services;
- your address, telephone number, and e-mail address;
- a statement of your good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law; and,
- a statement by you, under penalty of perjury, that the information in your notice is accurate and that you are the copyright owner or authorized to act on the copyright owner’s behalf.

Print

JOHNSON CONTROLS DATA PROCESSING ADDENDUM – JOHNSON CONTROLS AS PROCESSOR

Data Processing Addendum
Data Processing Terms

Additional Language DPA

This Data Processing Addendum, including its Schedules and Appendices, **("DPA")** forms part of the Agreement or other written or electronic agreement between Johnson Controls (hereinafter referred to as "JCI") and Customer for the purchase by
Customer of services from JCI (identified as "Services" or otherwise in the applicable agreement, and hereinafter defined as "Services") (the "Agreement") to reflect the parties' agreement with regard to the Processing of Personal Data.
All capitalized terms not defined herein shall have the meaning set forth in the Agreement.

In the course of providing the Services to Customer pursuant to the Agreement, JCI may Process Personal Data on behalf of Customer and the Parties agree to comply with the following provisions with respect to any Personal Data, each acting reasonably and in good faith.

HOW THIS DPA APPLIES

This DPA shall replace any conflicting terms relating to Processing of Personal Data contained in the Agreement (including any existing data processing addendum to the Agreement).

DATA PROCESSING TERMS

1. DEFINITIONS

"Canadian Privacy Laws" means the *Personal Information Protection and Electronic Documents Act* and the regulations thereto, and any applicable provincial legislation and regulations, including, where applicable, the *Personal Information Protection Act* (Alberta), the *Personal Information Protection Act* (B.C.), an *Act respecting the protection of personal information in the private sector* (Quebec) and an *Act to establish a legal framework for information technology* (Quebec), and any regulations to such statutes, each as amended from time-to-time.

"CCPA" means the California Consumer Privacy Act, Cal. Civ. Code § 1798.100 et seq., as amended, and its implementing regulations.

"Controller" means the entity which determines the purposes and means of the Processing of Personal Data.

"**Customer**" means the entity that executed the Agreement.

"Data Protection Laws and Regulations" means all laws and regulations, including laws and regulations of the European Union, the European Economic Area and their member states, Switzerland, the United Kingdom, Canada, and the United States and its states, and the People's Republic of China, applicable to the Processing of Personal Data under the Agreement.

"Data Subject" means the identified or identifiable person to whom Personal Data relates.

"**GDPR**" means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation).

"UK GDPR: the GDPR, as amended and incorporated into the law of the United Kingdom ("UK") under the UK's European Union (Withdrawal) Act 2018 and the UK Data Protection Act 2018.

"Personal Data" means any information relating to an identified or identifiable natural person where such information is information submitted by or for Customer to the Services.

"Processing" means any operation or set of operations which is performed upon Personal Data, whether or not by automatic means, such as collection, recording, organization, structuring, storage, retention, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination, sale, sharing, or otherwise making available, alignment or combination, restriction, erasure or destruction.

"Processor" means the entity which Processes Personal Data on behalf of the Controller, including as applicable any "service provider" as that term is defined by the CCPA.

"Security Practices Documentation" means the information available at this link: https://www.johnsoncontrols.com/-/media/jci/cyber-solutions/johnson-controls-security-practices-rev-c.pdf

"JCI" means the JCI entity which is a party to the Agreement.

"JCI's Affiliates" means an entity that, directly or indirectly, owns or controls, is owned or is controlled by, or is under common ownership or control with JCI. As used herein, "control" means the power to direct the management or affairs of an entity and "ownership" means the beneficial ownership of more than fifty percent (50%) of the voting equity securities or other equivalent voting interests of an entity.

"Standard Contractual Clauses" or "SCCs" means the agreement attached hereto as Schedule 3 pursuant to the EU Commission Implementing Decision (EU) 2021/914 of 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council.

"Sub-processor" means any Processor engaged by JCI.

"**Supervisory Authority**" means an independent public authority which is established by an EU Member State pursuant to the GDPR,

2. PROCESSING OF PERSONAL DATA

2.1 Roles of the Parties. The parties acknowledge and agree that with regard to the Processing of Personal Data, Customer is the Controller, JCI is the Processor and that JCI will engage Sub-processors pursuant to the requirements set forth in Section 5 "Sub-processors" below.

2.2 Customer's Processing of Personal Data. Customer shall, in its use of the Services, Process Personal Data in accordance with the requirements of the Data Protection Laws and Regulations applicable to Customer, including any applicable requirement to provide notice to Data Subjects of the use of JCI as Processor. For the avoidance of doubt, Customer's instructions for the Processing of Personal Data shall comply with Data Protection Laws and Regulations. Customer shall have sole responsibility for the accuracy, quality, and legality of Personal Data and the means by which Customer acquired Personal Data, including the obtaining of any consents required. Customer specifically acknowledges that its use of the Services will not violate the rights of any Data Subject that has opted-out from Processing, sales, or other disclosures of Personal Data, to the extent applicable under the CCPA.

2.3 JCI's Processing of Personal Data. JCI shall Process Personal Data on behalf of and only in accordance with Customer's documented instructions for the following purposes: (i) Processing in accordance with the Agreement; (ii) use of the Services and (iii) Processing to comply with other documented reasonable instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. JCI shall not Process Personal Data on behalf of and in accordance with Customer's documented instructions where those instructions are in violation of applicable law. Where and to the extent required by Data Protection Laws and Regulations, JCI grants Customer the right to take reasonable and appropriate steps not specified herein to (i) ensure that JCI, its personnel, Affiliates, and Sub-Processors Process Personal Data in accordance with applicable Data Protection Laws and Regulations and (ii) stop and remediate any unauthorized Processing of Personal Data by Processor, its personnel, Affiliates, Sub-Processors, contractors, or third parties.

2.4 Details of the Processing. The subject-matter of Processing of Personal Data by JCI is the performance of the Services pursuant to the Agreement. The duration of the Processing, the nature and purpose of the Processing, the types of Personal Data and categories of Data Subjects Processed under this DPA are further specified in Schedule 2 (Details of the Processing) to this DPA.

3. RIGHTS OF DATA SUBJECTS AND CO-OPERATION

Data Subject Request. JCI shall, on reasonable request from the Customer, and subject to any restrictions under applicable law, promptly notify Customer if JCI receives a request from a Data Subject to exercise the Data Subject's right of access/"right to know," right to rectification/correction, restriction/limitation of Processing, erasure/deletion ("right to be forgotten"), opting-in or opting-out of sale or sharing, data portability, object to the Processing, or its right not to be subject to an automated individual decision making, each such request being a "Data Subject Request". Taking into account the nature of the Processing, JCI shall assist Customer by appropriate technical and organizational measures, insofar as this is possible, for the fulfilment of Customer's obligation to respond to a Data Subject Request under Data Protection Laws and Regulations. In addition, to the extent Customer, in its use of the Services, does not have the ability to address a Data Subject Request, JCI shall upon Customer's request provide commercially reasonable efforts to assist Customer in responding to such Data Subject Request, to the extent JCI is legally permitted to do so and the response to such Data Subject Request is required under Data Protection Laws and Regulations. To the extent legally permitted, Customer shall be responsible for any costs arising from JCI's provision of such assistance.

CO-OPERATION: Upon Customer's written request, JCI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligations under Data Protection Laws and Regulations, and/or to assist in Customer's response to any enquiry, investigation or audit by any regulatory authority. To the extent legally permitted, Customer shall be responsible for any costs arising from JCI's provision of such co-operation and assistance.

4. JCI PERSONNEL

4.1 Confidentiality. JCI shall ensure that its personnel engaged in the Processing of Personal Data are informed of the confidential nature of the Personal Data, have received appropriate training on their responsibilities and have executed written confidentiality agreements. JCI shall ensure that such confidentiality obligations survive the termination of the personnel engagement.

4.2 Reliability. JCI shall take commercially reasonable steps to ensure the reliability of any JCI personnel engaged in the Processing of Personal Data.

4.3 Limitation of Access. JCI shall ensure that JCI's access to Personal Data is limited to those personnel performing Services in accordance with the Agreement.

4.4 Data Protection Officer. Where obliged by law, JCI has appointed a data protection officer. The appointed person may be reached at privacy@jci.com.

5. SUB-PROCESSORS

5.1 Appointment of Sub-processors. Customer acknowledges and agrees that (a) JCI's Affiliates may be retained as Sub-processors; and (b) JCI and JCI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the Services. JCI or a JCI Affiliate will enter into a written agreement with each Sub-processor containing data protection obligations not less protective than those in this Agreement with respect to the protection of Personal Data to the extent applicable to the nature of the Services provided by such Sub-processor.

5.2 List of Current Sub-processors and Notification of New Sub-processors. On written request from Customer, JCI shall make available to Customer the current list of Sub-processors for the Services. Such Sub-processor lists shall include the identities of those Sub-processors and their country of location. Addition of a new Sub-Processor will be notified by JCI to Customer by reasonable means, including email and other electronic means.

5.3 Objection Right for New Sub-processors. If a new Sub-processor represents an unacceptable risk to the protection of the Personal Data, as determined by Customer acting reasonably, Customer may object to JCI's

use of such new Sub-processor, by notifying JCI promptly in writing within ten (10) business days after notification of the new Sub-processor to Customer by JCI. In the event Customer objects to a new Sub-processor, as permitted in the preceding sentence, JCI will use reasonable efforts to make available to Customer a change in the Services or recommend a commercially reasonable change to Customer's configuration or use of the Services to avoid Processing of Personal Data by the objected-to new Sub-processor without unreasonably burdening Customer. If JCI is unable to make available such change within a reasonable period of time, which shall not exceed thirty (30) days, Customer may terminate the applicable Agreement with respect only to those Services which cannot be provided by JCI without the use of the objected-to new Sub-processor by providing written notice to JCI.

5.4 Liability. JCI shall be liable for the acts and omissions of its Sub-processors to the same extent JCI would be liable if performing the services of each Sub-processor directly under the terms of this DPA, except as otherwise set forth in the Agreement.

6. SECURITY

6.1 Controls for the Protection of Personal Data. JCI shall maintain appropriate technical, physical and organizational measures for protection of the security (including protection against unauthorized or unlawful Processing and against accidental or unlawful destruction, loss or alteration or damage, unauthorized disclosure of, or access to, Personal Data), confidentiality and integrity of Personal Data, as set forth in the Security Practices Documentation. JCI shall retain the right to update the Security Practices Documentation but not materially decrease overall measures.

7. PERSONAL DATA INCIDENT MANAGEMENT AND NOTIFICATION

JCI maintains security incident management policies and procedures and shall notify Customer without undue delay after becoming aware of the accidental or unlawful destruction, loss, alteration, unauthorized disclosure of, use of or access to Personal Data, transmitted, stored or otherwise Processed by JCI or its Sub-processors on behalf of Customer of which JCI becomes aware (a "**Personal Data Incident**"). JCI shall make reasonable efforts to identify the cause of such Personal Data Incident and take those steps as JCI deems necessary and reasonable to remediate the cause of such a Personal Data Incident to the extent the remediation is within JCI's reasonable control. JCI will provide, without unreasonable delay, any information regarding the Personal Data Incident that is reasonably requested by the Customer, including all information required by Customer to comply with any reporting, recording and notification obligations applicable to Customer in connection with the Personal Data Incident, pursuant to Data Protection Laws and Regulations, as well as any information reasonably required by Customer to respond to any inquiries from relevant regulatory authorities and/or affected Data Subjects. The obligations herein shall not apply to incidents that are caused by Customer or Customer's Data Subjects.

8. RETURN AND DELETION OF PERSONAL DATA

JCI shall return Personal Data (held in in any form, except electronic copies stored in the course of routine backup operations) to Customer and, to the extent allowed by applicable law, delete Personal Data in accordance with the Agreement between Customer and JCI, provided that JCI's legal counsel may retain one archival copy for JCI's records. JCI shall not be required to delete Customer Personal Data to the extent JCI is required by applicable law or order of a governmental or regulatory body to retain some or all of the Customer Personal Data. Where JCI is required to retain Customer Personal Data as set forth in the preceding sentence, then JCI will notify Customer of such requirement, to the extent legally permitted.

9. LIMITATION OF LIABILITY

Each party's liability, taken together in the aggregate, arising out of or related to this DPA, whether in contract, tort or under any other theory of liability, is subject to the 'Limitation of Liability' section of the Agreement, and any reference in such section to the liability of a party means the aggregate liability of that party and all of its Affiliates under the Agreement and all DPAs together.

For the avoidance of doubt, JCI's and its Affiliates' total liability for all claims from Customer arising out of or related to the Agreement and all DPAs shall apply in the aggregate for all claims under both the Agreement

and all DPAs established under this Agreement, including by Customer, and, in particular, shall not be understood to apply individually and severally to Customer that is a contractual party to any such DPA.

Unless prohibited by law, to the extent that the Agreement does not include a "Limitation of Liability" section, IN NO EVENT SHALL JOHNSON CONTROLS AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS DPA, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED THE TOTAL OF THE AMOUNTS PAID TO JCI PURSUANT TO THE AGREEMENT IN THE 12 MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

10. EUROPEAN SPECIFIC PROVISIONS

10.1 GDPR. JCI will Process Personal Data in accordance with the GDPR and UK GDPR requirements directly applicable to JCI's provision of its Services.

10.2 Data Protection Impact Assessment. Upon Customer's request, JCI shall provide Customer with reasonable cooperation and assistance needed to fulfil Customer's obligation under the GDPR and, where applicable, the UK GDPR to carry out a data protection impact assessment related to Customer's use of the Services, to the extent Customer does not otherwise have access to the relevant information, and to the extent such information is available to JCI. JCI shall provide reasonable assistance to Customer in the cooperation or prior consultation with the Supervisory Authority in the performance of its tasks relating to Section 10.2 of this DPA, to the extent required under the GDPR and UK GDPR.

10.3 Transfer mechanisms for data transfers. Subject to the additional terms in Schedule 1, JCI makes available the transfer mechanism listed below which shall apply to any transfers of Personal Data under this DPA from the European Union, the European Economic Area and/or their member states, Switzerland and the United Kingdom to countries which do not ensure an adequate level of data protection within the meaning of Data Protection Laws and Regulations of the foregoing territories, to the extent such transfers are subject to such Data Protection Laws and Regulations:

1. The Standard Contractual Clauses set forth in Schedule 3 to this DPA

11. ADDITIONAL PROVISIONS WHEN CANADIAN PRIVACY LAWS APPLY

11.1 In situations where Canadian Privacy Laws apply, JCI will Process Personal Data in accordance with Canadian Privacy Laws.

11.2 Without limiting the generality of Section 2.2, in situations where Canadian Privacy Laws apply, regardless of whether Customer and/or the Data Subjects are located in Canada, Customer will provide any notices and obtain any consents required pursuant to Canadian Privacy Laws. In addition, where required, Customer will notify Data Subjects that their Personal Data may be transferred and stored outside of Canada and accessible to courts, law enforcement and national authorities in other countries, and Customer will obtain any consents required by Canadian Privacy Laws for JCI to transfer the Personal Data outside Canada and/or outside the Canadian province where the Customer and/or the Data Subjects are located.

11.3 Customer may contact JCI to request an audit of the procedures relevant to the protection of Personal Data, no more than once annually. Customer shall reimburse JCI for any time expended for any such audit at JCI's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such audit, Customer and JCI shall mutually agree upon the scope, timing, and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by JCI. Customer shall promptly notify JCI with information regarding any non- compliance discovered during the course of an audit

12. Invalidity and Severability.

If any provision of these Terms is found by any court of administration body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these Terms. Where permitted by applicable law, the Parties agree that in the place of the invalid provision, a legally binding provision shall apply which comes closest to what the Parties would have agreed if they had taken the partial invalidity into consideration.

List of Schedules

Schedule 1: Transfer Mechanism for European Data Transfers

Schedule 2: Details of the Processing

Schedule 3: Standard Contractual Clauses

Schedule 4: UK Addendum to the Standard Contractual Clauses

SCHEDULE 1 - TRANSFER MECHANISM FOR EUROPEAN DATA TRANSFERS

1. ADDITIONAL TERMS FOR SCC SERVICES

1.1.Customers covered by the Standard Contractual Clauses. The Standard Contractual Clauses and the additional terms specified in this Schedule 1 apply to Customer which is subject to the data protection laws and regulations of the European Union, the European Economic Area and/or their member states, Switzerland and/or the United Kingdom. For the purpose of the Standard Contractual Clauses and this Section 1, the aforementioned entities shall be deemed "data exporters".

1.2. Transfers subject to the UK GDPR: Where the transfer of Personal Data under this DPA is subject to the UK GDPR, Schedule 4 shall also apply.

1.3.Instructions. This DPA and the Agreement are Customer's complete and final documented instructions at the time of signature of the Agreement to JCI for the Processing of Personal Data. Any additional or alternate instructions must be agreed upon separately. For the purposes of Clause 8.1(a) of the Standard Contractual Clauses, the following is deemed an instruction by the Customer to process Personal Data: (a) Processing in accordance with the Agreement (b) use of the Services and (c) Processing to comply with other reasonable documented instructions provided by Customer (e.g., via email) where such instructions are consistent with the terms of the Agreement. JCI shall not Process Personal Data on behalf of and in accordance with Customer's documented instructions where those instructions are in violation of applicable law.

1.4. Appointment of new Sub-processors and List of current Sub-processors. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that (a) JCI's Affiliates may be retained as Sub-processors; and (b) JCI and JCI's Affiliates respectively may engage third-party Sub-processors in connection with the provision of the SCC Services. JCI shall make available to Customer the current list of Sub-processors in accordance with Section 5.2 of this DPA

1.5. Notification of New Sub-processors and Objection Right for new Sub-processors. Pursuant to Clause 9(a) of the Standard Contractual Clauses, Customer acknowledges and expressly agrees that JCI may engage new Sub-processors as described in Sections 5.2 and 5.3 of the DPA.

1.6.Copies of Sub-processor Agreements. The parties agree that the copies of the Sub-processor agreements that must be provided by JCI to Customer pursuant to Clause 9(c) of the Standard Contractual Clauses may have all commercial information, or clauses unrelated to the Standard Contractual Clauses or their equivalent, removed by JCI beforehand; and, that such copies will be provided by JCI, in a manner to be determined in its discretion, only upon request by Customer.

1.7.Onwards transfers: Where Clause 8.8 of the Standard Contractual Clauses applies, the Customer understands and agrees that the appropriate "Module" is Module 3 (Transfer processor to processor) of the EU Standard Contractual Clauses annexed to Commission Implementing Decision (EU) 2021/914.

1.8. Audits and Certifications. The parties agree that the audits described in Clauses 8.9(c)-(e) of the Standard Contractual Clauses shall be carried out in accordance with the following specifications:
Customer may contact JCI to request an on-site audit of the procedures relevant to the protection of Personal Data. Customer shall reimburse JCI for any time expended for any such on-site audit at JCI's then-current professional services rates, which shall be made available to Customer upon request. Before the commencement of any such on-site audit, Customer and JCI shall mutually agree upon the scope, timing,

and duration of the audit in addition to the reimbursement rate for which Customer shall be responsible. All reimbursement rates shall be reasonable, taking into account the resources expended by JCI. Customer shall promptly notify JCI with information regarding any non- compliance discovered during the course of an audit.

1.9. Certification of Deletion. The parties agree that the certification of deletion of Personal Data that is described in Clause 8.5 of the Standard Contractual Clauses shall be provided by JCI to Customer only upon Customer's request.

1.10. Conflict. In the event of any conflict or inconsistency between the body of this DPA and any of its Schedules (not including the Standard Contractual Clauses) and the Standard Contractual Clauses in Schedule 3, the Standard Contractual Clauses shall prevail.

SCHEDULE 2 - DETAILS OF THE PROCESSING

Nature and Purpose of Processing

JCI will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by Customer in its use of the Services.

Duration of Processing

JCI will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

Categories of Data Subjects

Data subjects are determined and controlled by Customer through use of the Services, and may include various categories of Data Subjects as per the Services.

Type of Personal Data

Customer may submit Personal Data to the Services, the extent of which is determined and controlled by Customer in its sole discretion.

SCHEDULE 3 - STANDARD CONTRACTUAL CLAUSES

Module 2 - Controller to Processor

SECTION I

Clause 1

Purpose and scope

(a) The purpose of these standard contractual clauses is to ensure compliance with the requirements of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) [1] for the transfer of data to a third country.

(b) The Parties:

(i) the natural or legal person(s), public authority/ies, agency/ies or other body/ies (hereinafter 'entity/ies') transferring the personal data, as listed in Annex I.A (hereinafter each 'data exporter'), and

(ii) the entity/ies in a third country receiving the personal data from the data exporter, directly or indirectly via another entity also Party to these Clauses, as listed in Annex I.A (hereinafter each 'data importer')

have agreed to these standard contractual clauses (hereinafter: 'Clauses').

(c) These Clauses apply with respect to the transfer of personal data as specified in Annex I.B.

(d) The Appendix to these Clauses containing the Annexes referred to therein forms an integral part of these Clauses.

Clause 2

Effect and invariability of the Clauses

(a) These Clauses set out appropriate safeguards, including enforceable data subject rights and effective legal remedies, pursuant to Article 46(1) and Article 46(2)(c) of Regulation (EU) 2016/679 and, with respect to data transfers from controllers to processors and/or processors to processors, standard contractual clauses pursuant to Article 28(7) of Regulation (EU) 2016/679, provided they are not modified, except to select the appropriate Module(s) or to add or update information in the Appendix. This does not prevent the Parties from including the standard contractual clauses laid down in these Clauses in a wider contract and/or to add other clauses or additional safeguards, provided that they do not contradict, directly or indirectly, these Clauses or prejudice the fundamental rights or freedoms of data subjects.

(b) These Clauses are without prejudice to obligations to which the data exporter is subject by virtue of Regulation (EU) 2016/679.

Clause 3

Third-party beneficiaries

(a) Data subjects may invoke and enforce these Clauses, as third-party beneficiaries, against the data exporter and/or data importer, with the following exceptions:

(i) Clause 1, Clause 2, Clause 3, Clause 6, Clause 7;

(ii) Clause 8 – Module One: Clause 8.5 (e) and Clause 8.9(b); Module Two: Clause 8.1(b), 8.9(a), (c), (d) and (e); Module Three: Clause 8.1(a), (c) and (d) and Clause 8.9(a), (c), (d), (e), (f) and (g); Module Four: Clause 8.1 (b) and Clause 8.3(b);

(iii) Clause 9 – Module Two: Clause 9(a), (c), (d) and (e); Module Three: Clause 9(a), (c), (d) and (e);

(iv) Clause 12 – Module One: Clause 12(a) and (d); Modules Two and Three: Clause 12(a), (d) and (f);

(v) Clause 13;

(vi) Clause 15.1(c), (d) and (e);

(vii) Clause 16(e);

(viii) Clause 18 – Modules One, Two and Three: Clause 18(a) and (b); Module Four: Clause 18.

(b) Paragraph (a) is without prejudice to rights of data subjects under Regulation (EU) 2016/679.

Clause 4

Interpretation

(a) Where these Clauses use terms that are defined in Regulation (EU) 2016/679, those terms shall have the same meaning as in that Regulation.

(b) These Clauses shall be read and interpreted in the light of the provisions of Regulation (EU) 2016/679.

(c) These Clauses shall not be interpreted in a way that conflicts with rights and obligations provided for in Regulation (EU) 2016/679.

Clause 5

Hierarchy

In the event of a contradiction between these Clauses and the provisions of related agreements between the Parties, existing at the time these Clauses are agreed or entered into thereafter, these Clauses shall prevail.

Clause 6

Description of the transfer(s)

The details of the transfer(s), and in particular the categories of personal data that are transferred and the purpose(s) for which they are transferred, are specified in Annex I.B.

Clause 7 – Optional

Docking clause

(a) An entity that is not a Party to these Clauses may, with the agreement of the Parties, accede to these Clauses at any time, either as a data exporter or as a data importer, by completing the Appendix and signing Annex I.A.

(b) Once it has completed the Appendix and signed Annex I.A, the acceding entity shall become a Party to these Clauses and have the rights and obligations of a data exporter or data importer in accordance with its designation in Annex I.A.

(c) The acceding entity shall have no rights or obligations arising under these Clauses from the period prior to becoming a Party.

SECTION II – OBLIGATIONS OF THE PARTIES

Clause 8

Data protection safeguards

The data exporter warrants that it has used reasonable efforts to determine that the data importer is able, through the implementation of appropriate technical and organisational measures, to satisfy its obligations under these Clauses.

8.1 Instructions

(a)The data importer shall process the personal data only on documented instructions from the data exporter. The data exporter may give such instructions throughout the duration of the contract.

(b) The data importer shall immediately inform the data exporter if it is unable to follow those instructions.

8.2 Purpose limitation

The data importer shall process the personal data only for the specific purpose(s) of the transfer, as set out in Annex I.B, unless on further instructions from the data exporter.

8.3 Transparency

On request, the data exporter shall make a copy of these Clauses, including the Appendix as completed by the Parties, available to the data subject free of charge. To the extent necessary to protect business secrets or other confidential information, including the measures described in Annex II and personal data, the data exporter may redact part of the text of the Appendix to these Clauses prior to sharing a copy, but shall provide a meaningful summary where the data subject would otherwise not be able to understand the its content or exercise his/her rights. On request, the Parties shall provide the data subject with the reasons for the redactions, to the extent possible without revealing the redacted information. This Clause is without prejudice to the obligations of the data exporter under Articles 13 and 14 of Regulation (EU) 2016/679.

8.4 Accuracy

If the data importer becomes aware that the personal data it has received is inaccurate, or has become outdated, it shall inform the data exporter without undue delay. In this case, the data importer shall cooperate with the data exporter to erase or rectify the data.

8.5 Duration of processing and erasure or return of data

Processing by the data importer shall only take place for the duration specified in Annex I.B. After the end of the provision of the processing services, the data importer shall, at the choice of the data exporter, delete all personal data processed on behalf of the data exporter and certify to the data exporter that it has done so, or return to the

data exporter all personal data processed on its behalf and delete existing copies. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit return or deletion of the personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process it to the extent and for as long as required under that local law. This is without prejudice to Clause 14, in particular the requirement for the data importer under Clause 14(e) to notify the data exporter throughout the duration of the contract if it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under Clause 14(a).

8.6 Security of processing

(a) The data importer and, during transmission, also the data exporter shall implement appropriate technical and organisational measures to ensure the security of the data, including protection against a breach of security leading to accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access to that data (hereinafter 'personal data breach'). In assessing the appropriate level of security, the Parties shall take due account of the state of the art, the costs of implementation, the nature, scope, context and purpose(s) of processing and the risks involved in the processing for the data subjects. The Parties shall in particular consider having recourse to encryption or pseudonymisation, including during transmission, where the purpose of processing can be fulfilled in that manner. In case of pseudonymisation, the additional information for attributing the personal data to a specific data subject shall, where possible, remain under the exclusive control of the data exporter. In complying with its obligations under this paragraph, the data importer shall at least implement the technical and organisational measures specified in Annex II. The data importer shall carry out regular checks to ensure that these measures continue to provide an appropriate level of security.

(b) The data importer shall grant access to the personal data to members of its personnel only to the extent strictly necessary for the implementation, management and monitoring of the contract. It shall ensure that persons authorised to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality.

(c) In the event of a personal data breach concerning personal data processed by the data importer under these Clauses, the data importer shall take appropriate measures to address the breach, including measures to mitigate its adverse effects. The data importer shall also notify the data exporter without undue delay after having become aware of the breach. Such notification shall contain the details of a contact point where more information can be obtained, a description of the nature of the breach (including, where possible, categories and approximate number of data subjects and personal data records concerned), its likely consequences and the measures taken or proposed to address the breach including, where appropriate, measures to mitigate its possible adverse effects. Where, and in so far as, it is not possible to provide all information at the same time, the initial notification shall contain the information then available and further information shall, as it becomes available, subsequently be provided without undue delay.

(d) The data importer shall cooperate with and assist the data exporter to enable the data exporter to comply with its obligations under Regulation (EU) 2016/679, in particular to notify the competent supervisory authority and the affected data subjects, taking into account the nature of processing and the information available to the data importer.

8.7 Sensitive data

Where the transfer involves personal data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, or biometric data for the purpose of uniquely identifying a natural person, data concerning health or a person's sex life or sexual orientation, or data relating to criminal convictions and offences (hereinafter 'sensitive data'), the data importer shall apply the specific restrictions and/or additional safeguards described in Annex I.B.

8.8 Onward transfers

The data importer shall only disclose the personal data to a third party on documented instructions from the data exporter. In addition, the data may only be disclosed to a third party located outside the European Union ([2]) (in the same country as the data importer or in another third country, hereinafter 'onward transfer') if the third party is or agrees to be bound by these Clauses, under the appropriate Module, or if:

(i) the onward transfer is to a country benefitting from an adequacy decision pursuant to Article 45 of Regulation (EU) 2016/679 that covers the onward transfer;

(ii) the third party otherwise ensures appropriate safeguards pursuant to Articles 46 or 47 Regulation of (EU) 2016/679 with respect to the processing in question;

(iii) the onward transfer is necessary for the establishment, exercise or defence of legal claims in the context of specific administrative, regulatory or judicial proceedings; or

(iv) the onward transfer is necessary in order to protect the vital interests of the data subject or of another natural person.

Any onward transfer is subject to compliance by the data importer with all the other safeguards under these Clauses, in particular purpose limitation.

8.9 Documentation and compliance

(a) The data importer shall promptly and adequately deal with enquiries from the data exporter that relate to the processing under these Clauses.

(b) The Parties shall be able to demonstrate compliance with these Clauses. In particular, the data importer shall keep appropriate documentation on the processing activities carried out on behalf of the data exporter.

(c) The data importer shall make available to the data exporter all information necessary to demonstrate compliance with the obligations set out in these Clauses and at the data exporter's request, allow for and contribute to audits of the processing activities covered by these Clauses, at reasonable intervals or if there are indications of non-compliance. In deciding on a review or audit, the data exporter may take into account relevant certifications held by the data importer.

(d) The data exporter may choose to conduct the audit by itself or mandate an independent auditor. Audits may include inspections at the premises or physical facilities of the data importer and shall, where appropriate, be carried out with reasonable notice.

(e) The Parties shall make the information referred to in paragraphs (b) and (c), including the results of any audits, available to the competent supervisory authority on request.

Clause 9

Use of sub-processors

The data importer has the data exporter's general authorisation for the engagement of sub-processor(s) from an agreed list. The data importer shall specifically inform the data exporter in writing of any intended changes to that list through the addition or replacement of sub-processors at least ten (10) business days in advance, thereby giving the data exporter sufficient time to be able to object to such changes prior to the engagement of the sub-processor(s). The data importer shall provide the data exporter with the information necessary to enable the data exporter to exercise its right to object.

(b) Where the data importer engages a sub-processor to carry out specific processing activities (on behalf of the data exporter), it shall do so by way of a written contract that provides for, in substance, the same data protection obligations as those binding the data importer under these Clauses, including in terms of third-party beneficiary rights for data subjects.([1]) The Parties agree that, by complying with this Clause, the data importer fulfils its obligations under Clause 8.8. The data importer shall ensure that the sub-processor complies with the obligations to which the data importer is subject pursuant to these Clauses.

(c) The data importer shall provide, at the data exporter's request, a copy of such a sub-processor agreement and any subsequent amendments to the data exporter. To the extent necessary to protect business secrets or other confidential information, including personal data, the data importer may redact the text of the agreement prior to sharing a copy.

(d) The data importer shall remain fully responsible to the data exporter for the performance of the sub-processor's obligations under its contract with the data importer. The data importer shall notify the data exporter of any failure by the sub-processor to fulfil its obligations under that contract.

(e) The data importer shall agree a third-party beneficiary clause with the sub-processor whereby – in the event the data importer has factually disappeared, ceased to exist in law or has become insolvent – the data exporter shall have the right to terminate the sub-processor contract and to instruct the sub-processor to erase or return the personal data.

Clause 10

Data subject rights

(a)The data importer shall promptly notify the data exporter of any request it has received from a data subject. It shall not respond to that request itself unless it has been authorised to do so by the data exporter.

(b) The data importer shall assist the data exporter in fulfilling its obligations to respond to data subjects' requests for the exercise of their rights under Regulation (EU) 2016/679. In this regard, the Parties shall set out in Annex II the appropriate technical and organisational measures, taking into account the nature of the processing, by which the assistance shall be provided, as well as the scope and the extent of the assistance required.

(c) In fulfilling its obligations under paragraphs (a) and (b), the data importer shall comply with the instructions from the data exporter.

Clause 11

Redress

(a) The data importer shall inform data subjects in a transparent and easily accessible format, through individual notice or on its website, of a contact point authorised to handle complaints. It shall deal promptly with any complaints it receives from a data subject.

(b) In case of a dispute between a data subject and one of the Parties as regards compliance with these Clauses, that Party shall use its best efforts to resolve the issue amicably in a timely fashion. The Parties shall keep each other informed about such disputes and, where appropriate, cooperate in resolving them.

(c) Where the data subject invokes a third-party beneficiary right pursuant to Clause 3, the data importer shall accept the decision of the data subject to:

(i) lodge a complaint with the supervisory authority in the Member State of his/her habitual residence or place of work, or the competent supervisory authority pursuant to Clause 13;

(ii) refer the dispute to the competent courts within the meaning of Clause 18.

(d) The Parties accept that the data subject may be represented by a not-for-profit body, organisation or association under the conditions set out in Article 80(1) of Regulation (EU) 2016/679.

(e) The data importer shall abide by a decision that is binding under the applicable EU or Member State law.

(f) The data importer agrees that the choice made by the data subject will not prejudice his/her substantive and procedural rights to seek remedies in accordance with applicable laws.

Clause 12

Liability

(a) Each Party shall be liable to the other Party/ies for any damages it causes the other Party/ies by any breach of these Clauses.

(b) The data importer shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data importer or its sub-processor causes the data subject by breaching the third-party beneficiary rights under these Clauses.

(c) Notwithstanding paragraph (b), the data exporter shall be liable to the data subject, and the data subject shall be entitled to receive compensation, for any material or non-material damages the data exporter or the data importer (or its sub-processor) causes the data subject by breaching the third-party beneficiary rights under these Clauses. This is without prejudice to the liability of the data exporter and, where the data exporter is a processor acting on behalf of a controller, to the liability of the controller under Regulation (EU) 2016/679 or Regulation (EU) 2018/1725, as applicable.

(d) The Parties agree that if the data exporter is held liable under paragraph (c) for damages caused by the data importer (or its sub-processor), it shall be entitled to claim back from the data importer that part of the compensation corresponding to the data importer's responsibility for the damage.

(e) Where more than one Party is responsible for any damage caused to the data subject as a result of a breach of these Clauses, all responsible Parties shall be jointly and severally liable and the data subject is entitled to bring an action in court against any of these Parties.

(f) The Parties agree that if one Party is held liable under paragraph (e), it shall be entitled to claim back from the other Party/ies that part of the compensation corresponding to its/their responsibility for the damage.

(g) The data importer may not invoke the conduct of a sub-processor to avoid its own liability.

Clause 13

Supervision

(a) Where the data exporter is established in an EU Member State:] The supervisory authority with responsibility for ensuring compliance by the data exporter with Regulation (EU) 2016/679 as regards the data transfer, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) and has appointed a representative pursuant to Article 27(1) of Regulation (EU) 2016/679:] The supervisory authority of the Member State in which the representative within the meaning of Article 27(1) of Regulation (EU) 2016/679 is established, as indicated in Annex I.C, shall act as competent supervisory authority.

Where the data exporter is not established in an EU Member State, but falls within the territorial scope of application of Regulation (EU) 2016/679 in accordance with its Article 3(2) without however having to appoint a representative pursuant to Article 27(2) of Regulation (EU) 2016/679:] The supervisory authority of one of the Member States in which the data subjects whose personal data is transferred under these Clauses in relation to the offering of goods or services to them, or whose behaviour is monitored, are located, as indicated in Annex I.C, shall act as competent supervisory authority.

(b) The data importer agrees to submit itself to the jurisdiction of and cooperate with the competent supervisory authority in any procedures aimed at ensuring compliance with these Clauses. In particular, the data importer agrees to respond to enquiries, submit to audits and comply with the measures adopted by the supervisory authority, including remedial and compensatory measures. It shall provide the supervisory authority with written confirmation that the necessary actions have been taken.

SECTION III – LOCAL LAWS AND OBLIGATIONS IN CASE OF ACCESS BY PUBLIC AUTHORITIES

Clause 14

Local laws and practices affecting compliance with the Clauses

(a) The Parties warrant that they have no reason to believe that the laws and practices in the third country of destination applicable to the processing of the personal data by the data importer, including any requirements to disclose personal data or measures authorising access by public authorities, prevent the data importer from fulfilling its obligations under these Clauses. This is based on the understanding that laws and practices that respect the essence of the fundamental rights and freedoms and do not exceed what is necessary and proportionate in a democratic society to safeguard one of the objectives listed in Article 23(1) of Regulation (EU) 2016/679, are not in contradiction with these Clauses.

(b) The Parties declare that in providing the warranty in paragraph (a), they have taken due account in particular of the following elements:

(i) the specific circumstances of the transfer, including the length of the processing chain, the number of actors involved and the transmission channels used; intended onward transfers; the type of recipient; the purpose of processing; the categories and format of the transferred personal data; the economic sector in which the transfer occurs; the storage location of the data transferred;

(ii) the laws and practices of the third country of destination– including those requiring the disclosure of data to public authorities or authorising access by such authorities – relevant in light of the specific circumstances of the transfer, and the applicable limitations and safeguards ([1]);

(iii) any relevant contractual, technical or organisational safeguards put in place to supplement the safeguards under these Clauses, including measures applied during transmission and to the processing of the personal data in the country of destination.

(c) The data importer warrants that, in carrying out the assessment under paragraph (b), it has made its best efforts to provide the data exporter with relevant information and agrees that it will continue to cooperate with the data exporter in ensuring compliance with these Clauses.

(d) The Parties agree to document the assessment under paragraph (b) and make it available to the competent supervisory authority on request.

(e) The data importer agrees to notify the data exporter promptly if, after having agreed to these Clauses and for the duration of the contract, it has reason to believe that it is or has become subject to laws or practices not in line with the requirements under paragraph (a), including following a change in the laws of the third country or a measure (such as a disclosure request) indicating an application of such laws in practice that is not in line with the requirements in paragraph (a).

(f) Following a notification pursuant to paragraph (e), or if the data exporter otherwise has reason to believe that the data importer can no longer fulfil its obligations under these Clauses, the data exporter shall promptly identify appropriate measures (e.g. technical or organisational measures to ensure security and confidentiality) to be adopted by the data exporter and/or data importer to address the situation. The data exporter shall suspend the data transfer if it considers that no appropriate safeguards for such transfer can be ensured, or if instructed by the competent supervisory authority to do so. In this case, the data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses. If the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise. Where the contract is terminated pursuant to this Clause, Clause 16(d) and (e) shall apply.

Clause 15

Obligations of the data importer in case of access by public authorities

15.1 Notification

(a) The data importer agrees to notify the data exporter and, where possible, the data subject promptly (if necessary with the help of the data exporter) if it:

(i) receives a legally binding request from a public authority, including judicial authorities, under the laws of the country of destination for the disclosure of personal data transferred pursuant to these Clauses; such notification shall include information about the personal data requested, the requesting authority, the legal basis for the request and the response provided; or

(ii) becomes aware of any direct access by public authorities to personal data transferred pursuant to these Clauses in accordance with the laws of the country of destination; such notification shall include all information available to the importer.

(b) If the data importer is prohibited from notifying the data exporter and/or the data subject under the laws of the country of destination, the data importer agrees to use its best efforts to obtain a waiver of the prohibition, with a view to communicating as much information as possible, as soon as possible. The data importer agrees to document its best efforts in order to be able to demonstrate them on request of the data exporter.

(c) Where permissible under the laws of the country of destination, the data importer agrees to provide the data exporter, at regular intervals for the duration of the contract, with as much relevant information as possible on the requests received (in particular, number of requests, type of data requested, requesting authority/ies, whether requests have been challenged and the outcome of such challenges, etc.).

(d) The data importer agrees to preserve the information pursuant to paragraphs (a) to (c) for the duration of the contract and make it available to the competent supervisory authority on request.

(e) Paragraphs (a) to (c) are without prejudice to the obligation of the data importer pursuant to Clause 14(e) and Clause 16 to inform the data exporter promptly where it is unable to comply with these Clauses.

15.2 Review of legality and data minimisation

(a) The data importer agrees to review the legality of the request for disclosure, in particular whether it remains within the powers granted to the requesting public authority, and to challenge the request if, after careful assessment, it concludes that there are reasonable grounds to consider that the request is unlawful under the laws of the country of destination, applicable obligations under international law and principles of international comity. The data importer shall, under the same conditions, pursue possibilities of appeal. When challenging a request, the data importer shall seek interim measures with a view to suspending the effects of the request until the competent judicial authority has decided on its merits. It shall not disclose the personal data requested until required to do so under the applicable procedural rules. These requirements are without prejudice to the obligations of the data importer under Clause 14(e).

(b) The data importer agrees to document its legal assessment and any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make the documentation available to the data exporter. It shall also make it available to the competent supervisory authority on request.

(c) The data importer agrees to provide the minimum amount of information permissible when responding to a request for disclosure, based on a reasonable interpretation of the request.

SECTION IV – FINAL PROVISIONS

Clause 16

Non-compliance with the Clauses and termination

(a) The data importer shall promptly inform the data exporter if it is unable to comply with these Clauses, for whatever reason.

(b) In the event that the data importer is in breach of these Clauses or unable to comply with these Clauses, the data exporter shall suspend the transfer of personal data to the data importer until compliance is again ensured or the contract is terminated. This is without prejudice to Clause 14(f).

(c) The data exporter shall be entitled to terminate the contract, insofar as it concerns the processing of personal data under these Clauses, where:

(i) the data exporter has suspended the transfer of personal data to the data importer pursuant to paragraph (b) and compliance with these Clauses is not restored within a reasonable time and in any event within one month of suspension;

(ii) the data importer is in substantial or persistent breach of these Clauses; or

(iii) the data importer fails to comply with a binding decision of a competent court or supervisory authority regarding its obligations under these Clauses.

In these cases, it shall inform the competent supervisory authority of such non-compliance. Where the contract involves more than two Parties, the data exporter may exercise this right to termination only with respect to the relevant Party, unless the Parties have agreed otherwise.

(d) Personal data that has been transferred prior to the termination of the contract pursuant to paragraph (c) shall at the choice of the data exporter immediately be returned to the data exporter or deleted in its entirety. The same shall apply to any copies of the data. The data importer shall certify the deletion of the data to the data exporter. Until the data is deleted or returned, the data importer shall continue to ensure compliance with these Clauses. In case of local laws applicable to the data importer that prohibit the return or deletion of the transferred personal data, the data importer warrants that it will continue to ensure compliance with these Clauses and will only process the data to the extent and for as long as required under that local law.

(e) Either Party may revoke its agreement to be bound by these Clauses where (i) the European Commission adopts a decision pursuant to Article 45(3) of Regulation (EU) 2016/679 that covers the transfer of personal data to which these Clauses apply; or (ii) Regulation (EU) 2016/679 becomes part of the legal framework of the country to which the personal data is transferred. This is without prejudice to other obligations applying to the processing in question under Regulation (EU) 2016/679.

Clause 17

Governing law

These Clauses shall be governed by the law of the EU Member State in which the data exporter is established. Where such law does not allow for third-party beneficiary rights, they shall be governed by the law of another EU Member State that does allow for third-party beneficiary rights. The Parties agree that this shall be the law of the Republic of Ireland.

Clause 18

Choice of forum and jurisdiction

(a) Any dispute arising from these Clauses shall be resolved by the courts of an EU Member State.

(b) The Parties agree that those shall be the courts of the EU Member State in which the data exporter is established.

(c) A data subject may also bring legal proceedings against the data exporter and/or data importer before the courts of the Member State in which he/she has his/her habitual residence.

(d) The Parties agree to submit themselves to the jurisdiction of such courts.

FOOTNOTES

(1) *Where the data exporter is a processor subject to Regulation (EU) 2016/679 acting on behalf of a Union institution or body as controller, reliance on these Clauses when engaging another processor (sub-processing) not subject to Regulation (EU) 2016/679 also ensures compliance with Article 29(4) of Regulation (EU) 2018/1725 of the European Parliament and of the Council of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC (OJ L 295 of 21.11.2018, p. 39), to the extent these Clauses and the data protection obligations as set out in the contract or other legal act between the controller and the processor pursuant to Article 29(3) of Regulation (EU) 2018/1725 are aligned. This will in particular be the case where the controller and processor rely on the standard contractual clauses included in Decision [...].*

(2) *The Agreement on the European Economic Area (EEA Agreement) provides for the extension of the European Union's internal market to the three EEA States Iceland, Liechtenstein and Norway. The Union data protection legislation, including Regulation (EU) 2016/679, is covered by the EEA Agreement and has been incorporated into Annex XI thereto. Therefore, any disclosure by the data importer to a third party located in the EEA does not qualify as an onward transfer for the purpose of these Clauses.*

(3) *This requirement may be satisfied by the sub-processor acceding to these Clauses under the appropriate Module, in accordance with Clause 7.*

(4) *As regards the impact of such laws and practices on compliance with these Clauses, different elements may be considered as part of an overall assessment. Such elements may include relevant and documented practical experience with prior instances of requests for disclosure from public authorities, or the absence of such requests, covering a sufficiently representative time-frame. This refers in particular to internal records or other documentation, drawn up on a continuous basis in accordance with due diligence and certified at senior management level, provided that this information can be lawfully shared with third parties. Where this practical experience is relied upon to conclude that the data importer will not be prevented from complying with these Clauses, it needs to be supported by other relevant, objective elements, and it is for the Parties to consider carefully whether these elements together carry sufficient weight, in terms of their reliability and representativeness, to support this conclusion. In particular, the Parties have to take into account whether their practical experience is corroborated and not contradicted by publicly available or otherwise accessible, reliable information on the existence or absence of requests within the same sector and/or the application of the law in practice, such as case law and reports by independent oversight bodies.*

APPENDIX

EXPLANATORY NOTE:

It must be possible to clearly distinguish the information applicable to each transfer or category of transfers and, in this regard, to determine the respective role(s) of the Parties as data exporter(s) and/or data importer(s). This does not necessarily require completing and signing separate appendices for each transfer/category of transfers and/or contractual relationship, where this transparency can achieved through one appendix. However, where necessary to ensure sufficient clarity, separate appendices should be used.

ANNEX I

A. LIST OF PARTIES

Data exporter(s): [*Identity and contact details of the data exporter(s) and, where applicable, of its/their data protection officer and/or representative in the European Union]*

Name: ____The data exporter is the legal entity identified as Customer herein.___ _

Address: _____

Contact person's name, position and contact details: _____

_____

Activities relevant to the data transferred under these Clauses:

___*[please specify briefly your activities relevant to the transfer]*

Signature and date: _____

Role (controller):

2. …

Data importer(s): [*Identity and contact details of the data importer(s), including any contact person with responsibility for data protection]*

Name: _ The data importer is the legal entity identified in the Agreement as providing Services to Customer._

Address: _____

Contact person's name, position and contact details: _____

_____

Activities relevant to the data transferred under these Clauses:

_____

_____

Signature and date: _____

Role (processor):

2. …

B. DESCRIPTION OF TRANSFER

Categories of data subjects whose personal data is transferred

Data subjects are determined and controlled by the data exporter (the Customer) in its sole discretion, and may include various categories of Data Subjects as per the Services.

Categories of personal data transferred

Data exporter may submit Personal Data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion.

Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

Data exporter may submit special categories of data to the Services, the extent of which is determined and controlled by the data exporter in its sole discretion.

The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

The transfer may occur on a continuous or one-off basis depending on the Services performed by the data importer pursuant to the Agreement.…

Nature of the processing

The data importer will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the data exporter in its use of the Services.

Purpose(s) of the data transfer and further processing

The data importer will Process Personal Data as necessary to perform the Services pursuant to the Agreement and as further instructed by the data exporter in its use of the Services. ...

The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The data importer will Process Personal Data for the duration of the Agreement, unless otherwise agreed upon in writing.

For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

As outlined in clause 5.1 of the DPA, the data exporter agrees and acknowledges that the data importer may appoint JCI affiliates or other third-parties as Sub-processors in connection with the provision of the Services. The subject matter, nature and duration of the processing carried out by the Sub-processor will depend on the nature of the Services and such details will be notified to the data exporter in accordance with Clause 5.2 of the DPA....

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

ANNEX II

TECHNICAL AND ORGANISATIONAL MEASURES INCLUDING TECHNICAL AND ORGANISATIONAL MEASURES TO ENSURE THE SECURITY OF THE DATA

EXPLANATORY NOTE:

The technical and organisational measures must be described in specific (and not generic) terms. See also the general comment on the first page of the Appendix, in particular on the need to clearly indicate which measures apply to each transfer/set of transfers.

Data importer will maintain administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Personal Data Processed by JCI as described at https://www.johnsoncontrols.com/-/media/jci/cyber-solutions/johnson-controls-security-practices-rev-c.pdf or otherwise made reasonably available by data importer.

Examples of possible measures:

- *Measures of pseudonymisation and encryption of personal data*
- *Measures for ensuring ongoing confidentiality, integrity, availability and resilience of processing systems and service*
- *Measures for ensuring the ability to restore the availability and access to personal data in a timely manner in the event of a physical or technical incident*
- *Processes for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures in order to ensure the security of the processing*
- *Measures for user identification and authorisation*
- *Measures for the protection of data during transmission*
- *Measures for the protection of data during storage*
- *Measures for ensuring physical security of locations at which personal data are processed*
- *Measures for ensuring events logging*
- *Measures for ensuring system configuration, including default configuration*
- *Measures for internal IT and IT security governance and management*
- *Measures for certification/assurance of processes and products*

- *Measures for ensuring data minimisation*
- *Measures for ensuring data quality*
- *Measures for ensuring limited data retention*
- *Measures for ensuring accountability*
- *Measures for allowing data portability and ensuring erasure*

For transfers to (sub-) processors, also describe the specific technical and organisational measures to be taken by the (sub-) processor to be able to provide assistance to the controller and, for transfers from a processor to a sub-processor, to the data exporter

SCHEDULE 4 – UK ADDENDUM TO THE STANDARD CONTRACTUAL CLAUSES

International Data Transfer Addendum to the EU Commission Standard Contractual Clauses (Version B1.0)

This Addendum (herein referred to as the "IDTA") has been issued by the Information Commissioner for Parties making Restricted Transfers. The Information Commissioner considers that it provides Appropriate Safeguards for Restricted Transfers when it is entered into as a legally binding contract.

PART 1: TABLES

Table 1: Parties	
Start date	The start date is the same as the start date of the SCCs in Schedule 3.
Parties' details	The parties' details are the same as specified in Schedule 3
Key contact	The key contacts are the same as specified in Schedule 3.
Signature	The parties' signatures to the SCCs in Schedule 3 are also deemed execution of this IDTA.

Table 2: Selected SCCs, Modules and Selected Clauses

The Addendum EU SCCs are the SCCs as specified in Schedule 3, including the Appendix Information.

Table 3: Appendix Information

The information provided as Appendix Information to the SCCs as detailed in Schedule 3.

Table 4: Ending this IDTA when the Approved Addendum changes

Both parties may end this IDTA when the Approved Addendum changes.

PART 2: MANDATORY CLAUSES

Part 2: Mandatory Clauses of the Approved Addendum, being the template Addendum B.1.0 issued by the ICO and laid before Parliament in accordance with s119A of the Data Protection Act 2018 on 2 February 2022, as it is revised under Section 18 of those Mandatory Clauses.

Additional Language DPA

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SMART BUILDINGS

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General EULA

END USER LICENSE AGREEMENT

IMPORTANT NOTICE: This End User License Agreement ("Agreement") is a binding legal contract between you ("you") and Johnson Controls International plc. (including its Affiliates such as Johnson Controls, Inc.) with a corporate address at 507 E. Michigan St., Milwaukee, WI ("JCI", "we", or "us"). By downloading, installing, accessing or using the accompanying software (the "Software") you will be bound by the terms of this Agreement. If you do not agree to the terms of this Agreement, JCI is not willing to grant you any right to use or access the Software. In such event, you may not download, install, access, use or copy the Software. If this agreement is being agreed to by a company or other legal entity, then the person agreeing to this agreement on behalf of that company or entity represents and warrants that he or she is authorized and lawfully able to bind that company or entity to this agreement. You should print and retain a copy of this agreement for your records. Unless a separate agreement is provided, other JCI application software distributed by this Software will also be subject to the terms of this agreement.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS CAREFULLY BEFORE DOWNLOADING, INSTALLING, ACCESSING OR USING THE SOFTWARE.

Agreement Structure. This Agreement includes Part 1 – General Terms and Part 2 – Country Specific Terms, as applicable. The terms of Part 2 may replace or modify those of Part 1. In the event of a conflict between the terms of any or all of Part 1 and Part 2, the terms of Part 2 shall prevail over Part 1.

PART 1 – General Terms

1. **Grant of License.** During the term of this Agreement, JCI grants you and your individual employees a revocable, non-transferable, non-sublicensable, nonexclusive license to use the object code version of the Software and any Documentation for your internal use only, subject to all Scope Restrictions. The order document under which you have licensed the Software may contain additional terms limiting the scope your license, including, but not limited to, a specified number of users or specific systems, licensed facilities, geographic

in a JCI system or hardware product, the Software may not be extracted or used separately from that system or product. "**Documentation**" means JCI then current generally available documentation for use and operation of the Software. Documentation is deemed included in the definition of Software. The term "**Software**" will be deemed to include any updates, bug fixes, and versions (collectively, "**Enhancements**") that JCI may, in its discretion, make available to you. You are responsible for ensuring your employees comply with all relevant terms of this Agreement and any failure to comply will constitute a breach by you. The Software is licensed, not sold. Except for the limited license granted above, JCI and its licensors retain all right, title and interest in the Software, all copies thereof, and all proprietary rights in the Software, including copyrights, patents, trademarks and trade secret rights.

2. **Restrictions.** Your use of the Software must be in accordance with the Documentation. You will be solely responsible for ensuring your use of the Software is in compliance with all applicable foreign, federal, state and local laws, rules and regulations. You may not (i) copy or distribute the Software except to the extent that copying is necessary to use the Software for purposes set forth herein; provided you may make a single copy of the Software for backup and archival purposes; (ii) modify or create derivative works of the Software; (iii) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Software, except and only to the extent that such activity may be expressly permitted, notwithstanding this limitation or another limitation contained in this agreement, either by applicable law or, in the case of open source software, the applicable open source license; (iv) use the Software for purposes of developing a competing product or service; (v) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Documentation and Software; (v) assign, sublicense, rent, timeshare, loan, lease or otherwise transfer the Software, or directly or indirectly permit any third party to use or copy the Software. Under no circumstances will JCI be liable or responsible for any use, or any results obtained by the use, of the services in conjunction with any services, software, or hardware that are not provided by JCI. All such use will be at your sole risk and liability.

3. **Third Party Software**. To the extent any software licensed from third parties, including open source software, (collectively, "**Third Party Software**") is provided with or incorporated into the Software, you will comply with the terms and conditions of the applicable third party licenses associated with the Third Party Software, in addition to the terms and restrictions contained in this Agreement. All relevant licenses for the Third Party Software are provided atwww.johnsoncontrols.com/buildings/legal/digital. By using the Software you are also agreeing to be bound to the terms of such third party licenses. If provided for in the applicable third party license, you may have a right to reverse engineer such open source

applicable third party license, and your programs are distributed under the terms of that license. If applicable, a copy of such open source code may be obtained free of charge by contacting your Johnson Controls representative. JCI MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH REGARD TO ANY THIRD PARTY SOFTWARE. ALL THIRD PARTY SOFTWARE IS PROVIDED "AS-IS," WITHOUT WARRANTIES OF ANY KIND. IN NO EVENT WILL JCI BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, PUNITIVE, EXEMPLARY, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE THIRD PARTY SOFTWARE, EVEN IF JCI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES.

4. **Metering Devices**. The Software may contain technology based metering devices and passive restraints to regulate usage. For example, the Software may contain a license file limiting use to the licensed number of concurrent users or named users or may temporarily restrict usage until license and other fees have been paid in full. You acknowledge that such restraints and metering devices are a reasonable method to ensure compliance with the license and have been factored into the license and other fees and the Agreement as a whole. You agree that You will not circumvent, override, or otherwise bypass such metering devices and restraints that regulate the use of the Software.

5. **Term and Termination.** Unless provided otherwise in an accompanying order document, this Agreement will commence on the earlier of the date you first download, install, access or use the Software (the "**Effective Date**") and continue in effect for the term specified in the order document or, if no term is specified, until it is terminated (the "**Term**") as provided in this Section. Either party may terminate this Agreement on written notice to the other party if the other party is in material breach of its obligations hereunder and fails to cure the breach within thirty (30) days of such written notice. In addition, either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the bankruptcy or insolvency of the other party upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party. In the event of any claim of infringement relating to the Software, JCI may terminate this Agreement on written notice to you and, as your sole and exclusive remedy, refund the license fees paid, if any, hereunder (less depreciation calculated on a three (3)-year straight-line basis commencing on the date of initial delivery to you). Sections 9 and 10 shall remain unaffected. Upon any termination or expiration of this Agreement, the license granted in Section 1 will automatically terminate and you will have no further right to possess or use the Software. On JCI's request, you will provide JCI with a signed written statement confirming that the Software has been permanently removed from your systems.

one-half percent (1.5%) per month of the overdue amount or (ii) the maximum amount permitted under applicable law. If the license granted to You is a term or subscription license: then, unless set forth in your applicable ordering document, any renewal of such license shall be at then-current JCI list price and any such license shall automatically terminate upon nonpayment of amounts due hereunder. All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Software shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes. You will pay all court costs, fees, expenses and reasonable attorneys' fees incurred by JCI in collecting delinquent fees.

7. **Limited Warranty; Disclaimer.** JCI warrants that (i) for a period of thirty (30) days from delivery initial delivery to you (the "**Warranty Period**"), the Software will operate in substantial conformity with its Documentation; and (ii) it shall use screening software to scan the Software prior to delivery for viruses, Trojan horses, and other malicious code. If, during the Warranty Period, you notify JCI of any non-compliance with the foregoing warranties, JCI will, in its discretion: (a) use commercially reasonable efforts to provide the programming services necessary to correct any verifiable non-compliance with the foregoing warranties; or (b) replace any non-conforming Software; or if neither of foregoing options is reasonably available to JCI, (c) terminate this Agreement in whole or in part, and refund to You the fees, if any, paid for the non-conforming Software (less depreciation calculated on a three (3)-year straight-line basis commencing on the date of initial delivery to you). JCI shall not be liable for failures caused by third party hardware and software (including your own systems), misuse of the Software, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUIET ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. JCI AND ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND VENDORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS

8. **Indemnities**. JCI will indemnify, defend, and hold you harmless from any claim, demand, action, proceeding, judgment, or liability arising out of a claim by a third-party that your use of the Software in conformance with the terms of this Agreement infringes a United States patent, copyright, or trade secret of that third party. The foregoing indemnification obligation of JCI is contingent upon you promptly notifying JCI in writing of such claim, permitting JCI sole authority to control the defense or settlement of such claim, and providing JCI reasonable assistance in connection therewith. If a claim of infringement under this Section occurs, or if JCI determines a claim is likely to occur, JCI will have the right, in its sole discretion, to either: (i) procure for you the right or license to continue to use the Software free of the infringement claim; or (ii) modify the Software to make it non-infringing, without loss of material functionality. If either of these remedies is not reasonably available to JCI, JCI may, in its sole discretion, immediately terminate this Agreement and return the license fees paid by you for the Software, prorated on a three (3)-year straight-line basis commencing on the date of initial delivery to you. Notwithstanding the foregoing, JCI shall have no obligation with respect to any claim of infringement that is based upon or arises out of (the "**Excluded Claims**"): (i) the use or combination of the Software with any third party hardware, software, products, data or other materials, including your own systems and data; (ii) modification or alteration of the Software by anyone other than JCI; (iii) your use of the Software in excess of the rights granted in this Agreement; or (iv) any Third Party Software. The provisions of this Section state the sole and exclusive obligations and liability of JCI and its JCIs and suppliers for any claim of intellectual property infringement arising out of or relating to the Software and/or this Agreement and are in lieu of any implied warranties of non-infringement, all of which are expressly disclaimed. Section 9 shall remain unaffected. You will, subject to your culpability, indemnify, defend, and hold JCI harmless from any claim, demand, action, proceeding, judgment, or liability from a third-party claim arising out of an Excluded Claim. JCI must promptly notify you in writing of any such claim, permit you sole authority to control the defense or settlement of the claim, and provide you reasonable assistance in connection therewith.

9. **Limitation of Liability**. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR INDIRECT DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY CASE, THE ENTIRE AGGREGATE LIABILITY OF JCI AND ITS AFFILIATES AND THEIR RESPECTIVE SUPPLIERS AND VENDORS UNDER THIS AGREEMENT FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION (WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE) SHALL BE LIMITED TO FEES

10. **Confidentiality**. You acknowledge that the ideas, methods, techniques, and expressions thereof contained in the Software (collectively, "**JCI Confidential Information**") constitute confidential and proprietary information of JCI, the unauthorized use or disclosure of which would be damaging to JCI. You agree to hold the Software and JCI Confidential Information in strictest confidence, disclosing information only to permitted individual employees who are required to have access in order to perform under this Agreement and to use such information only for the purposes authorized by this Agreement. You are responsible for and agree to take all reasonable precautions, by instruction, agreement or otherwise, to ensure that your employees who are required to have access to such information in order to perform under this Agreement, are informed that the Software and JCI Confidential Information are confidential proprietary information belonging to JCI and to ensure that they make no unauthorized use or disclosure of such information. You may disclose JCI Confidential Information if you are required to do so pursuant to a governmental agency, a court of law or to any other competent authority so long as you provide JCI with written notice of such request prior to such disclosure and cooperate with JCI to obtain a protective order. Prior to disposing of any media reflecting or on which is stored or placed any Software, you will ensure any Software contained on the media has been securely erased or otherwise destroyed. You recognize and agree a remedy at law for damages will not be adequate to fully compensate JCI for the breach of Sections 1, 2, or 10. Therefore, JCI will be entitled to temporary injunctive relief against you without the necessity of proving actual damages and without posting bond or other security. Injunctive relief will in no way limit any other remedies JCI may have as a result of breach by You of the foregoing Sections or any other provision of this Agreement.

11. **Data Collection and Use**. You acknowledge and agree that the Software and/or hardware used in connection with the Software may collect data resulting from or otherwise relating to your use of the Software and/or hardware ("**Data**") for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support. JCI shall be the exclusive owner of all Data. JCI shall have the right to de-identify your Data so that it does not identify you directly or by inference (the "**De-Identified Data**"). JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI's other customers (collectively, "**JCI's Business Purposes**". In the event JCI does not own or is unable to own the De-Identified Data as a result of applicable law, or contractual commitments or obligations, you grant JCI a non-exclusive, perpetual, irrevocable, fully-paid-up, royalty free license to use, copy, distribute, and otherwise exploit statistical and other data derived from your use of the De-Identified Data for JCI's Business Purposes.

Feedback is voluntary and JCI is not required to hold it in confidence. JCI may use Feedback for any purpose without obligation of any kind. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant JCI an irrevocable, non-exclusive, perpetual, world-wide, royalty-free license to use the Feedback in connection with JCI's business, including enhancement of the Software, and the provision of products and services to JCI's customers.

13. **Governing Law and Jurisdiction.**
    13.1 **Governing Law**. This Agreement is governed by and construed in accordance with the laws of the State of Wisconsin, as applied to agreements entered into and wholly performed within Wisconsin between Wisconsin residents. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree to the application of the laws of the country in which you entered into this Agreement to govern, interpret, and enforce all of your and JCI's respective rights, duties, and obligations arising from, or relating in any manner to, the subject matter of this Agreement, without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods does not apply to any such action or proceeding.

    13.2 **Jurisdiction.** Any action or proceeding brought by either party hereto shall be brought only in a state or federal court of competent jurisdiction located in Milwaukee, Wisconsin and the parties submit to the in personam jurisdiction of such courts for purposes of any action or proceeding. In the event the foregoing sentence is determined by a court of competent jurisdiction to not be enforceable or applicable to an action or proceeding brought by either party relating to or under this Agreement, the parties agree all rights, duties, and obligations of the parties are subject to the courts of the country in which You entered into this Agreement.

14. **General.** This Agreement constitutes the entire understanding and agreement between the parties with respect to the transactions contemplated in this Agreement and supersedes all prior or contemporaneous oral or written communications with respect to the subject matter of this Agreement, all of which are merged in this Agreement. This Agreement shall not be modified, amended or in any way altered except by an instrument in writing signed by authorized representatives of both parties. In the event that any provision of this Agreement is found invalid or unenforceable pursuant to judicial decree, the remainder of this Agreement shall remain valid and enforceable according to its terms. Any failure by JCI to strictly enforce any provision of this Agreement will not operate as a waiver of that provision or any subsequent breach of that provision. The following provisions shall survive any termination or expiration of this Agreement: Sections 2 (Restrictions), 4 (Term and

obligations hereunder as it deems appropriate. **IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT IN THE EVENT ANY REMEDY HEREUNDER IS DETERMINED TO HAVE FAILED OF ITS ESSENTIAL PURPOSE, ALL LIMITATIONS OF LIABILITY AND EXCLUSIONS OF DAMAGES SET FORTH HEREIN SHALL REMAIN IN EFFECT.**

15. **Export/Import**. The Software is licensed for use in the specific country authorized by JCI. You may not export or import the Software to another country without JCI's written permission and payment of any applicable country specific surcharges. You agree to comply fully with all relevant and applicable export and import laws and regulations of the United States and foreign nations in which the Software will be used ("**Export/Import Laws**") to ensure that neither the Software nor any direct product thereof are (a) exported or imported, directly or indirectly, in violation of any Export/Import Laws; or (b) are intended to be used for any purposes prohibited by the Export/Import Laws. Without limiting the foregoing, you will not export or re-export or import the Software: (a) to any country to which the United States or European Union has embargoed or restricted the export of goods or services or to any national of any such country, wherever located, who intends to transmit or transport the Software back to such country; (b) to any user who you know or have reason to know will utilize the Software in the design, development or production of nuclear, chemical or biological weapons; or (c) to any user who has been prohibited from participating in export transactions by any federal or national agency of the U.S. government or European Union. You will defend, indemnify, and hold harmless JCI and its affiliates and their respective licensors and suppliers from and against any and all damages, fines, penalties, assessments, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of any your breach of this Section.

16. **U.S. Government Rights**. The Software is a "commercial item" as that term is defined at 48 CFR 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 CFR 12.212 (September 1995), and is provided to the U.S. Government only as a commercial end item. Consistent with 48 CFR 12.212 and 48 CFR 227.7202-1 through 227.7202-4 (June 1995), all U.S. Government End Users acquire the Software with only those rights set forth herein.

17. **Electronic Acceptance.** This Agreement may be accepted in electronic form (e.g., by an electronic or other means of demonstrating assent) and your acceptance will be deemed binding between the parties. Neither party may contest the validity or enforceability of this Agreement, including under any applicable statute of frauds, because it was accepted or signed in electronic form. Electronically maintained records when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

For licenses granted in the countries specified below, the following terms replace or modify the referenced terms in Part 1 and Part 3. All terms in Part 1 and Part 3 that are not changed by these amendments remain unchanged and in effect. This Part 2 is organized as follows:

13.1 Governing Law

The phrase "the laws of the country in which You entered into this Agreement" in Section 13.1 (Governing Law) is replaced by the following language as it applies to the countries identified below:

Americas

Canada: the laws in the Province of Ontario;

Mexico: the federal laws of the Republic of Mexico;

United States, Anguilla, Antigua/Barbuda, Aruba, British Virgin Islands, Cayman Islands, Dominica, Grenada, Guyana, Saint Kitts and Nevis, Saint Lucia, Saint Maarten, and Saint Vincent and the Grenadines: the laws of the State of Wisconsin, United States;

Venezuela: the laws of the Bolivarian Republic of Venezuela;

Asia Pacific

Cambodia and Laos: the laws of the State of Wisconsin, United States;

Australia: the laws of the State or Territory in which the transaction is performed;

Hong Kong SAR and Macau SAR: the laws of Hong Kong Special Administrative Region ("SAR");

Taiwan: the laws of Taiwan;

Europe, Middle East, and Africa

Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan: the laws of Austria;

Algeria, Andorra, Benin, Burkina Faso, Cameroon, Cape Verde, Central African Republic, Chad, Comoros, Congo Republic, Djibouti, Democratic Republic of Congo, Equatorial Guinea, French

Mayotte, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the laws of France;

Estonia, Latvia, and Lithuania: the laws of Finland;

Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the laws of England and Wales; and

South Africa, Namibia, Lesotho, and Swaziland: the laws of the Republic of South Africa.

13.2 Jurisdiction

The following provisions replace Section 13.2 (Jurisdiction) as it applies for those countries identified below:

All rights, duties, and obligations are subject to the courts of the country in which You entered into this Agreement except that in the countries identified below all claims or proceedings arising out of or related to this Agreement, including summary proceedings, will be brought before and subject to the exclusive jurisdiction of the following courts of competent jurisdiction:

Americas

Argentina: the Ordinary Commercial Court of the city of Buenos Aires;

Brazil: the court of Rio de Janeiro, RJ;

Chile: the Civil Courts of Justice of Santiago;

Ecuador: the civil judges of Quito for executory or summary proceedings (as applicable);

Mexico: the courts located in Mexico City, Federal District;

Peru: the judges and tribunals of the judicial district of Lima, Cercado;

Uruguay: the courts of the city of Montevideo;

Venezuela: the courts of the metropolitan area of the city of Caracas;

Europe, Middle East, and Africa

Austria: the court of law in Vienna, Austria (Inner-City);

French Guiana, French Polynesia, Gabon, Gambia, Guinea, Guinea-Bissau, Ivory Coast, Lebanon, Madagascar, Mali, Mauritania, Mauritius, Mayotte, Monaco, Morocco, New Caledonia, Niger, Reunion, Senegal, Seychelles, Togo, Tunisia, Vanuatu, and Wallis and Futuna: the Commercial Court of Paris;

Angola, Bahrain, Botswana, Burundi, Egypt, Eritrea, Ethiopia, Ghana, Jordan, Kenya, Kuwait, Liberia, Malawi, Malta, Mozambique, Nigeria, Oman, Pakistan, Qatar, Rwanda, Sao Tome and Principe, Saudi Arabia, Sierra Leone, Somalia, Tanzania, Uganda, United Arab Emirates, the United Kingdom, West Bank/Gaza, Yemen, Zambia, and Zimbabwe: the courts of England and Wales;

South Africa, Namibia, Lesotho, and Swaziland: the High Court in Johannesburg;

Greece: the competent court of Athens;

Israel: the courts of Tel Aviv-Jaffa;

Italy: the courts of Milan;

Portugal: the courts of Lisbon;

Spain: the courts of Madrid; and

Turkey: the Istanbul Central Courts and Execution Directorates of Istanbul, the Republic of Turkey

13.3 Arbitration

The following paragraph is added as a new Subsection 13.3 (Arbitration) as it applies for those countries identified below. The provisions of this Subsection 13.3 prevail over those of Subsection 13.2 (Jurisdiction) to the extent permitted by the applicable governing law and rules of procedure:

Asia Pacific

A. **In Cambodia, India, Laos, Philippines, and Vietnam:**
   Disputes arising out of or in connection with this Agreement will be finally settled by arbitration which will be held in Singapore in accordance with the Arbitration Rules of Singapore International Arbitration Center ("SIAC Rules") then in effect. The arbitration award will be final and binding for the parties without appeal and will be in writing and set forth the findings of fact and the conclusions of law.

   The number of arbitrators will be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties will appoint a third arbitrator who will act as chairman of the proceedings. Vacancies in the post of chairman will be filled by the president of the SIAC. Other vacancies will be filled by the respective

If one of the parties refuses or otherwise fails to appoint an arbitrator within 30 days of the date the other party appoints its, the first appointed arbitrator will be the sole arbitrator, provided that the arbitrator was validly and properly appointed.

All proceedings will be conducted, including all documents presented in such proceedings, in the English language. The English language version of this Agreement prevails over any other language version.

B. **In the People's Republic of China:**
In case no settlement can be reached, the disputes will be submitted to China International Economic and Trade Arbitration Commission for arbitration according to the then effective rules of the said Arbitration Commission. The arbitration will take place in Beijing and be conducted in Chinese. The arbitration award will be final and binding on both parties. During the course of arbitration, this agreement will continue to be performed except for the part which the parties are disputing and which is undergoing arbitration.

C. **In Indonesia:**
Each party will allow the other reasonable opportunity to comply before it claims that the other has not met its obligations under this Agreement. The parties will attempt in good faith to resolve all disputes, disagreements, or claims between the parties relating to this Agreement. Unless otherwise required by applicable law without the possibility of contractual waiver or limitation, i) neither party will bring a legal action, regardless of form, arising out of or related to this Agreement or any transaction under it more than two years after the cause of action arose; and ii) after such time limit, any legal action arising out of this Agreement or any transaction under it and all respective rights related to any such action lapse.

Disputes arising out of or in connection with this Agreement shall be finally settled by arbitration that shall be held in Jakarta, Indonesia in accordance with the rules of Board of the Indonesian National Board of Arbitration (Badan Arbitrase Nasional Indonesia or "BANI") then in effect. The arbitration award shall be final and binding for the parties without appeal and shall be in writing and set forth the findings of fact and the conclusions of law.

The number of arbitrators shall be three, with each side to the dispute being entitled to appoint one arbitrator. The two arbitrators appointed by the parties shall appoint a third arbitrator who shall act as chairman of the proceedings. Vacancies in the post of chairman shall be filled by the chairman of the BANI. Other vacancies shall be filled by the respective nominating party. Proceedings shall continue from the stage they were at when the vacancy occurred.

provided that the arbitrator was validly and properly appointed.

All proceedings shall be conducted, including all documents presented in such proceedings, in the English and/or Indonesian language.

Europe, Middle East, And Africa

D. **In Albania, Armenia, Azerbaijan, Belarus, Bosnia-Herzegovina, Bulgaria, Croatia, Former Yugoslav Republic of Macedonia, Georgia, Hungary, Kazakhstan, Kyrgyzstan, Moldova, Montenegro, Poland, Romania, Russia, Serbia, Slovakia, Tajikistan, Turkmenistan, Ukraine, and Uzbekistan:**
All disputes arising out of this Agreement or related to its violation, termination or nullity will be finally settled under the Rules of Arbitration and Conciliation of the International Arbitral Center of the Federal Economic Chamber in Vienna (Vienna Rules) by three arbitrators appointed in accordance with these rules. The arbitration will be held in Vienna, Austria, and the official language of the proceedings will be English. The decision of the arbitrators will be final and binding upon both parties. Therefore, pursuant to paragraph 598 (2) of the Austrian Code of Civil Procedure, the parties expressly waive the application of paragraph 595 (1) figure 7 of the Code. JCI may, however, institute proceedings in a competent court in the country of installation.

E. **In Estonia, Latvia, and Lithuania:**
All disputes arising in connection with this Agreement will be finally settled in arbitration that will be held in Helsinki, Finland in accordance with the arbitration laws of Finland then in effect. Each party will appoint one arbitrator. The arbitrators will then jointly appoint the chairman. If arbitrators cannot agree on the chairman, then the Central Chamber of Commerce in Helsinki will appoint the chairman.

Additional Country Specific Amendments

Canada

The following is added as a new Section 18:

For purposes of this Section 18, "Personal Data" refers to information relating to an identified or identifiable individual made available by one of the parties, its personnel or any other individual to the other in connection with this Agreement. The following provisions apply in the event that one party makes Personal Data available to the other:

a. General
    i. Each party is responsible for complying with any obligations applying to it under applicable Canadian data privacy laws and regulations ("Laws").

required to be made available.

b. Security Safeguards

i. Each party acknowledges that it is solely responsible for determining and communicating to the other the appropriate technological, physical and organizational security measures required to protect Personal Data.

ii. Each party will ensure that Personal Data is protected in accordance with the security safeguards communicated and agreed to by the other.

iii. Each party will ensure that any third party to whom Personal Data is transferred is bound by the applicable terms of this section.

iv. Additional or different services required to comply with the Laws will be deemed a request for new services.

c. Use

Each party agrees that Personal Data will only be used, accessed, managed, transferred, disclosed to third parties or otherwise processed to fulfill the purpose(s) for which it was made available.

d. Access Requests

i. Each party agrees to reasonably cooperate with the other in connection with requests to access or amend Personal Data.

ii. Each party agrees to reimburse the other for any reasonable charges incurred in providing each other assistance.

iii. Each party agrees to amend Personal Data only upon receiving instructions to do so from the other party or its personnel.

e. Retention

Each party will promptly return to the other or destroy all Personal Data that is no longer necessary to fulfill the purpose(s) for which it was made available, unless otherwise instructed by the other or its personnel or required by law.

f. Public Bodies Who Are Subject to Public Sector Privacy Legislation

If you are a public body subject to public sector privacy legislation, this Section 18 applies only to Personal Data made available to you in connection with this Agreement, and the obligations in this section apply only to ** you **, except that: 1) section (b)(i) applies only to JCI; 2) sections (a)(i) and (d)(i) apply to both parties; and 3) section (d)(ii) and the last sentence in (a)(ii) do not apply.

The following is added to the end of this Section 9 (Limitation of Liability):

Except as expressly required by law without the possibility of contractual waiver, you and JCI intend that the limitation of liability in this Section 9 (Limitation of Liability) applies to damages caused by all types of claims and causes of action. If any limitation on or exclusion from liability in this section is held by a court of competent jurisdiction to be unenforceable with respect to a particular claim or cause of action, the parties intend that it nonetheless apply to the maximum extent permitted by applicable law to all other claims and causes of action. Additionally, in accordance with Article 1328 of the Peruvian Civil Code, the limitations and exclusions specified in this section will not apply to damages caused by JCI's willful misconduct ("dolo") or gross negligence ("culpa inexcusable").

United States of America

6. Fees; Taxes

The following is added to the end of Section 6 (Fees; Taxes)

For Software delivered electronically in the United States for which you claim a state sales and use tax exemption, you agree not to receive any tangible personal property (e.g., media and publications) associated with the electronic program. You agree to be responsible for any sales and use tax liabilities that may arise as a result of your subsequent redistribution of the Software after delivery by JCI.

14. General

The following is added to the end of Section 14 (General):

Each party waives any right to a jury trial in any proceeding arising out of or related to this Agreement.

Australia

6. Fees; Taxes

The following is added to the end of Section 6 (Fees; Taxes)

Notwithstanding the foregoing, if any government or authority imposes a duty, tax (other than income tax), levy, or fee, on this Agreement or on the Software itself, that is not otherwise provided for in the amount payable, you agree to pay it when JCI invoices you. If the rate of GST

7. Limited Warranty; Disclaimer

The following is added to the first paragraph of Section 7 (Limited Warranty; Disclaimer):

Although JCI disclaims certain warranties, you may have certain rights under the Competition and Consumer Act 2010 or other legislation and are only limited to the extent permitted by the applicable legislation. If JCI is in breach of a condition or warranty implied by the Competition and Consumer Act 2010, JCI's liability is limited to the repair or replacement of the goods, or the supply of equivalent goods. Where that condition or warranty relates to right to sell, quiet possession or clear title, or the goods are of a kind ordinarily obtained for personal, domestic or household use or consumption, then none of the limitations in this paragraph apply.

Hong Kong Sar, Macau Sar, and Taiwan

For licenses obtained in Taiwan and the special administrative regions, phrases throughout this Agreement containing the word "country" (for example, " the country in which you entered into this Agreement") are replaced with the following:

a. In **Hong Kong SAR**: "Hong Kong SAR"

b. In **Macau SAR**: "Macau SAR" except in the Governing Law clause (Section 11.1)

c. In **Taiwan**: "Taiwan."

India

14. General

The following is added to the end of Section 14 (General):

If no suit or other legal action is brought, within three years after the cause of action arose, in respect of any claim that either party may have against the other, the rights of the concerned party in respect of such claim will be forfeited and the other party will stand released from its obligations in respect of such claim.

Indonesia

5. Term and Termination

The following is added to the end of Section 5 (Term and Termination):

Both parties waive the provision of article 1266 of the Indonesian Civil Code, to the extent the article provision requires such court decree for the termination of an agreement creating mutual

14. **General**

The following is added to the end of Section 14 (General):

Any doubts concerning this Agreement will be initially resolved between us in good faith and in accordance with the principle of mutual trust.

Malaysia

7. Limited Warranty; Disclaimer

The word "SPECIAL" in Section 7 is deleted.

New Zealand

7. Limited Warranty; Disclaimer

The following is added to the first paragraph of Section 7 (Limited Warranty; Disclaimer):

Although JCI disclaims certain warranties, you may have certain rights under the Consumer Guarantees Act 1993 or other legislation which cannot be excluded or limited. The Consumer Guarantees Act 1993 will not apply in respect of any goods which JCI provides, if you require the goods for the purposes of a business as defined in that Act.

9. Limitation of Liability

The following is added to Section 9 (Limitation of Liability):

Where the Software is not obtained for the purposes of a business as defined in the Consumer Guarantees Act 1993, the limitations in this Section are subject to the limitations in that Act.

People's Republic of China

6. Fees; Taxes

The following is added to the end of Section 6 (Fees; Taxes)

All banking charges incurred in the People's Republic of China will be borne by you and those incurred outside the People's Republic of China will be borne by JCI.

9. Limitation of Liability

The following is added to the end of Section 9 (Limitation of Liability)

exclude or limit or attempt to exclude or limit its liability under PRC law.

Philippines

9. Limitation of Liability

The following replaces the first sentence of Section 9 (Limitation of Liability):

TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, (INCLUDING NOMINAL AND EXEMPLARY DAMAGES), INCIDENTAL, CONSEQUENTIAL, PUNITIVE, INDIRECT DAMAGES, MORAL, INCIDENTAL, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Singapore

11. Data Collection and Use.

The following is added to the end of Section 11 (Data Collection and Use):

You have the right to request access to your personal information in the possession or under the control of JCI, and to request for corrections to be made on any errors in your personal information. Where possible, JCI will validate personal information provided using generally accepted practices and guidelines, for example, validating such personal information against pre-existing data held by JCI, or request to see supporting documentation before the personal information may be updated.

JCI will retain personal information we process on behalf of our customers for as long as needed to provide services to our customers. JCI may further retain and use this personal information as necessary to comply with our legal obligations, resolve disputes, maintain accurate accounting, financial and other operational records and enforce our agreements. You consent and authorize JCI to collect, use and retain information relating to your use of the Software and/or hardware in the manner set out above.

14. General

The following is added to the end of Section 14 (General):

(Right of Third Parties) Act (Cap. 53B) to enforce any of its terms.

Taiwan

9. Limitation of Liability

The following is added to the end of Section 9 (Limitation of Liability):

To the extent required by applicable law, the words "AND THEIR RESPECTIVE SUPPLIERS AND VENDORS" are deleted.

European Union Member States

7. Limited Warranty; Disclaimer

The following is added to Section 7 (Limited Warranty; Disclaimer):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Such rights are not affected by the provisions set out in this Section 7 (Limited Warranty; Disclaimer).

EU Member States And The Following Identified Countries

Iceland, Liechtenstein, Norway, Switzerland, Turkey, and any other European country that has enacted local data privacy or protection legislation similar to the EU model.

14. General

The following is added to the end of Section 14 (General):

In the European Union ("EU"), consumers have legal rights under applicable national legislation governing the sale of consumer goods. Nothing in this Agreement shall in anyway whatsoever be intended to affect or in any way limit such rights, which remain in full force and effect.

A. **Definitions** – For the purposes of this Section 14 (General), the following additional definitions apply:
(1) Business Contact Information – business-related contact information disclosed by you to JCI, including names, job titles, business addresses, telephone numbers and email addresses of your employees and contractors. For Austria, Italy and Switzerland, Business Contact Information also includes information about you and your contractors as legal entities (for example, your revenue data and other transactional information).

(3) Data Protection Authority – The authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(4) Data Protection & Electronic Communications Legislation – (i) the applicable local legislation and regulations in force implementing EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector), as amended or replaced from time to time (such as the General Data Protection Regulation, when and as applicable); or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

JCI Group – Johnson Controls International, Plc, including Johnson Controls, Inc., its subsidiaries, and their respective Business Partners and subcontractors.

B. You authorize JCI:
(1) to process and use Business Contact Information within JCI Group in support of you and your business including the provision of support services, and for the purpose of furthering the business relationship between you and JCI Group, including, without limitation, contacting Business Contact Personnel (by email or otherwise) and marketing JCI Group products and services (the "Specified Purpose"); and

(2) to disclose Business Contact Information to other members of JCI Group in pursuit of the Specified Purpose only.

C. JCI agrees that all Business Contact Information will be processed in accordance with the Data Protection & Electronic Communications Legislation and will be used only for the Specified Purpose.
(1) To the extent required by the Data Protection & Electronic Communications Legislation, you represent that (a) you have obtained (or will obtain) any consents from (and has issued (or will issue) any notices to) the Business Contact Personnel as are necessary in order to enable JCI Group to process and use the Business Contact Information for the Specified Purpose.

(2) You authorize JCI to transfer Business Contact Information outside the European Economic Area, provided that the transfer is made on contractual terms approved by the

Austria

9. Limitation of Liability

The following is added to the beginning of Section 9 (Limitation of Liability):

THE FOLLOWING LIMITATIONS AND EXCLUSIONS OF JCI'S LIABILITY DO NOT APPLY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. CIRCUMSTANCES MAY ARISE WHERE, BECAUSE OF A DEFAULT BY JCI IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHER LIABILITY, YOU ARE ENTITLED TO RECOVER DAMAGES FROM JCI.

The following is added to the end of Section 9 (Limitation of Liability):

THE LIMITATIONS AND EXCLUSIONS OF JCI'S LIABILITY DO NOT APPLY FOR DAMAGES CAUSED BY GROSS NEGLIGENCE OR WILLFUL MISCONDUCT.

The following words are deleted from Section 9 (Limitation of Liability):

"(WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE)"

The following replaces the first sentence (second sentence after the above amendment) of Section 9 (Limitation of Liability):

"TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT DAMAGES OR CONSEQUENTIAL DAMAGES, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES."

Belgium, France and Luxembourg

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

"EXCEPT AS OTHERWISE PROVIDED BY MANDATORY LAW, JCI'S ENTIRE LIABILITY FOR ALL CLAIMS IN THE AGGREGATE FOR ANY DAMAGES AND LOSSES THAT MAY ARISE AS A CONSEQUENCE OF THE FULFILLMENT OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR DUE TO ANY OTHER CAUSE RELATED TO THIS AGREEMENT IS LIMITED TO THE COMPENSATION OF ONLY THOSE DAMAGES AND LOSSES PROVED AND ACTUALLY ARISING

BODILY INJURIES (INCLUDING DEATH) AND DAMAGES TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH JCI IS LEGALLY LIABLE. UNDER NO CIRCUMSTANCES IS JCI OR ANY OF ITS SUPPLIERS OR VENDORS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

THE LIMITATION AND EXCLUSION OF LIABILITY HEREIN AGREED APPLIES NOT ONLY TO THE ACTIVITIES PERFORMED BY JCI BUT ALSO TO THE ACTIVITIES PERFORMED BY ITS SUPPLIERS AND VENDORS, AND REPRESENTS THE MAXIMUM AMOUNT FOR WHICH JCI AS WELL AS ITS SUPPLIERS AND VENDORS ARE COLLECTIVELY RESPONSIBLE.

France

6. Fee; Taxes

The following replaces the Section 6 (Fee; Taxes) in its entirety:

You will pay the fees, if any, associated with the Software. All amounts due hereunder shall be paid within thirty (30) days of the date of the invoice. Pursuant to article L. 441-6 of the French Commercial Code, late payment penalties as well as a fixed compensation for recovery costs of the amount of 40 Euros (forty Euros) are due in the event that the amounts due are paid after the due date, and this without the necessity of a reminder without prejudice to damages and other expenses that JCI has the right to claim. The late penalties due to, under the mentioned legislation, will be claimed by JCI at the rate equal to the interest rate applied by the European Central Bank to its most recent refinancing operation plus 10 percentage points.

All taxes, duties, fees and other governmental charges of any kind (including sales and use taxes, but excluding taxes based on the gross revenues or net income of JCI) that are imposed by or under the authority of any government or any political subdivision thereof on the fees for the Software shall be borne solely by you, unless you can evidence tax exemption and shall not be considered a part of a deduction from or an offset against such fees. If you lose tax exempt status, you will pay any taxes due as part of any renewal or payment. You will promptly notify JCI if your tax status changes.

You will pay all court costs, fees, expenses and reasonable attorneys' fees incurred by JCI in collecting delinquent fees.

A. Definitions – For the purposes of this Section 11 (Data Collection and Use), the following additional definitions apply:

(1) Data – Data resulting from or otherwise relating to your use of the Software and/or hardware used in connection with the Software.

(2) Data Protection Authority – The authority established by the Data Protection and Electronic Communications Legislation in the applicable country or, for non-EU countries, the authority responsible for supervising the protection of personal data in that country, or (for any of the foregoing) any duly appointed successor entity thereto.

(3) Data Protection & Electronic Communications Legislation – (i) the applicable local legislation and regulations in force implementing the requirements of EU Directive 95/46/EC (on the protection of individuals with regard to the processing of personal data and on the free movement of such data) and of EU Directive 2002/58/EC (concerning the processing of personal data and the protection of privacy in the electronic communications sector), as amended or replaced from time to time; or (ii) for non-EU countries, the legislation and/or regulations passed in the applicable country relating to the protection of personal data and the regulation of electronic communications involving personal data, including (for any of the foregoing) any statutory replacement or modification thereof.

JCI Group – Johnson Controls International, Plc., including Johnson Controls, Inc., its subsidiaries, and their respective Business Partners and subcontractors.

B. You authorize JCI:

(1) to process and use your Data within JCI Group for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support (the "Specified Purpose");

(2) to disclose your Data to other members of JCI Group in pursuit of the Specified Purpose only;

(3) to de-identify your Data so that it does not identify you directly or by inference (the "**De-Identified Data**");

(4) to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI's other customers (collectively, "**JCI's Business Purposes**");

(5) to use, copy, distribute, and otherwise exploit statistical and other data derived from your use of the De-Identified Data for JCI's Business Purposes.

D. You authorize JCI to transfer Data outside the European Economic Area, provided that the transfer is made on contractual terms approved by the Data Protection Authority or the transfer is otherwise permitted under the Data Protection & Electronic Communications Legislation.

E. According to the Data Protection Act of January 6th, 1978, you have at any time, a right of access to and rectification of all of your personal data. If you wish to exercise this right and gain access to your personal data, please write to us via https://www.johnsoncontrols.com/contact-us. You may also oppose, for legitimate reasons, the processing of your personal data."

Italy

4. Metering devices

The following is added to Section 4 (Metering devices): The metering devices and passive restraints mentioned in this Section are those specified in the accompanying order document.

5. Term and termination

The following paragraph is deleted in its entirety from Section 5:

"In addition, either party may, in its sole discretion, elect to terminate this Agreement on written notice to the other party upon the bankruptcy or insolvency of the other party or upon the commencement of any voluntary or involuntary winding up, or upon the filing of any petition seeking the winding up of the other party."

The following wording is added to Section 5 (Term and termination): Without prejudice to the above, if no term is specified, either party shall have the right to terminate the Agreement at any time by giving the other Party a six months prior written notice.

11 Data Collection and Use

The following replaces the Section 11 (Data Collection and Use) in its entirety:

You acknowledge and agree the Software and/or hardware used in connection with the Software may collect data resulting from or otherwise relating to your use of the Software and/or hardware ("Data") for purposes of providing you with service/product recommendations, benchmarking, energy monitoring, and maintenance and support. JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI's other customers (collectively, "**JCI's Business Purposes**"). JCI shall have the right to use the Data provided

legislation and regulations in force.

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

"TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, JCI'S ENTIRE LIABILITY FOR ALL CLAIMS IN THE AGGREGATE FOR ANY DAMAGES AND LOSSES THAT MAY ARISE IN CONNECTION WITH THE FULFILLMENT OF ITS OBLIGATIONS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR DUE TO ANY OTHER CAUSE RELATED TO THIS AGREEMENT IS LIMITED TO THE COMPENSATION OF ONLY THOSE DAMAGES AND LOSSES PROVED AND ACTUALLY ARISING AS AN IMMEDIATE AND DIRECT CONSEQUENCE OF THE NON-FULFILLMENT OF SUCH OBLIGATIONS (IF JCI IS AT FAULT) OR OF SUCH CAUSE, FOR A MAXIMUM OF EUR 500,000 (FIVE HUNDRED THOUSAND EURO). THE ABOVE LIMITATION WILL NOT APPLY TO DAMAGES FOR BODILY INJURIES (INCLUDING DEATH) AND DAMAGES TO REAL PROPERTY AND TANGIBLE PERSONAL PROPERTY FOR WHICH JCI IS LEGALLY LIABLE. SAVE IN CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, UNDER NO CIRCUMSTANCES JCI OR ANY OF ITS SUPPLIERS OR VENDORS LIABLE FOR ANY OF THE FOLLOWING, EVEN IF INFORMED OF THEIR POSSIBILITY:

1) LOSS OF, OR DAMAGE TO, DATA; 2) INCIDENTAL, EXEMPLARY OR INDIRECT DAMAGES, OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; AND / OR 3) LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, EVEN IF THEY ARISE AS AN IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES.

THE LIMITATION AND EXCLUSION OF LIABILITY HEREIN AGREED APPLIES NOT ONLY TO THE ACTIVITIES PERFORMED BY JCI BUT ALSO TO THE ACTIVITIES PERFORMED BY ITS SUPPLIERS AND VENDORS, AND REPRESENTS THE MAXIMUM AMOUNT FOR WHICH JCI AS WELL AS ITS SUPPLIERS AND VENDORS ARE COLLECTIVELY RESPONSIBLE.

Germany

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

1. JCI WILL BE LIABLE WITHOUT LIMIT FOR 1) LOSS OR DAMAGE CAUSED BY A BREACH OF AN EXPRESS GUARANTEE; 2) DAMAGES OR LOSSES RESULTING IN BODILY INJURY (INCLUDING DEATH); 3) DAMAGES CAUSED INTENTIONALLY OR BY GROSS NEGLIGENCE; AND 4) claims pursuant to the German Product Liability Act (*Produkthaftungsgesetz, ProdHaftG*)..
2. IN THE EVENT OF LOSS, DAMAGE AND FRUSTRATED EXPENDITURES CAUSED BY SLIGHT NEGLIGENCE OR IN BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS (I.E. an obligation

FUNDAMENTAL BREACH, NEGLIGENCE, MISREPRESENTATION, OR OTHER CONTRACT OR TORT CLAIM), PER CLAIM ONLY UP TO 500,000 EURO FOR THE PROGRAM THAT CAUSED THE LOSS OR DAMAGE. A NUMBER OF DEFAULTS WHICH TOGETHER RESULT IN, OR CONTRIBUTE TO, SUBSTANTIALLY THE SAME LOSS OR DAMAGE WILL BE TREATED AS ONE DEFAULT.

3. IN THE EVENT OF LOSS, DAMAGE AND FRUSTRATED EXPENDITURES CAUSED BY SLIGHT NEGLIGENCE, JCI WILL NOT BE LIABLE FOR INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF JCI WAS INFORMED ABOUT THE POSSIBILITY OF SUCH LOSS OR DAMAGE. THIS LIMITATION SHALL NOT APPLY WHERE THE LOSS, DAMAGE AND FRUSTRATED EXPENDITURES WAS CAUSED BY A SLIGHT NEGLIGENT BREACH OF ESSENTIAL CONTRACTUAL OBLIGATIONS.
4. IN CASE OF DELAY ON JCI'S PART: 1) JCI WILL PAY TO YOU AN AMOUNT NOT EXCEEDING THE LOSS OR DAMAGE CAUSED BY JCI'S DELAY AND 2) JCI WILL BE LIABLE ONLY IN RESPECT OF THE RESULTING DAMAGES THAT YOU SUFFER, SUBJECT TO THE PROVISIONS OF ITEMS A AND B ABOVE.

14. General

The following is added to the end of Section 14 (General):

Any claims resulting from this Agreement are subject to a limitation period of three years, except as stated in Section 7 (Limited Warranty; Disclaimer) of this Agreement.

Ireland

7. Limited Warranty; Disclaimer

The following is added to Section 7 (Limited Warranty; Disclaimer):

Except as expressly provided in these terms and conditions, or Section 12 of the Sale of Goods Act 1893 as amended by the Sale of Goods and Supply of Services Act, 1980 (the "1980 Act"), all conditions or warranties (express or implied, statutory or otherwise) are hereby excluded including, without limitation, any warranties implied by the Sale of Goods Act 1893 as amended by the 1980 Act (including, for the avoidance of doubt, Section 39 of the 1980 Act).

United Kingdom

Agreement Structure

The following sentence is added:

2. Restrictions

The following is added at the end of point (iii):

(if it is necessary for You to decompile the Software, to obtain the information necessary to create an independent program which can be operated with the Software, You will inform JCI that this is the case and will allow JCI a reasonable opportunity to provide such information to You so that it is no longer necessary for You to carry out that decompilation)

9. Limitation of Liability

The following replaces the Section 9 (Limitation of Liability) in its entirety:

FOR THE PURPOSES OF THIS SECTION, A "DEFAULT" MEANS ANY ACT, STATEMENT, OMISSION OR NEGLIGENCE ON THE PART OF JCI IN CONNECTION WITH, OR IN RELATION TO, THE SUBJECT MATTER OF AN AGREEMENT IN RESPECT OF WHICH JCI IS LEGALLY LIABLE TO YOU, WHETHER IN CONTRACT OR IN TORT. A NUMBER OF DEFAULTS WHICH TOGETHER RESULT IN, OR CONTRIBUTE TO, SUBSTANTIALLY THE SAME LOSS OR DAMAGE WILL BE TREATED AS ONE DEFAULT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SPECIAL, CONSEQUENTIAL, OR INDIRECT DAMAGES; OR WASTED MANAGEMENT TIME OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS, WHICH SHALL INCLUDE, WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST DATA AND BUSINESS INTERRUPTION, ARISING OUT OF THE USE OR INABILITY TO USE THE SOFTWARE, EVEN IF THEY HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.. CIRCUMSTANCES MAY ARISE WHERE, BECAUSE OF A DEFAULT BY JCI IN THE PERFORMANCE OF ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHER LIABILITY, YOU ARE ENTITLED TO RECOVER DAMAGES FROM JCI. REGARDLESS OF THE BASIS ON WHICH YOU ARE ENTITLED TO CLAIM DAMAGES FROM JCI AND EXCEPT AS EXPRESSLY REQUIRED BY LAW WITHOUT THE POSSIBILITY OF CONTRACTUAL WAIVER, JCI'S ENTIRE LIABILITY FOR ANY ONE DEFAULT WILL NOT EXCEED THE AMOUNT OF ANY DIRECT DAMAGES, TO THE EXTENT ACTUALLY SUFFERED BY YOU AS AN IMMEDIATE AND DIRECT CONSEQUENCE OF THE DEFAULT, UP TO 500,000 EURO (OR THE EQUIVALENT IN THEN-PREVAILING LOCAL CURRENCY) FOR THE PROGRAM THAT IS THE SUBJECT OF THE CLAIM.

NOTWITHSTANDING THE ABOVE, NOTHING IN THIS AGREEMENT WILL OPERATE TO EXCLUDE OR RESTRICT A PARTY'S LIABILITY (IF ANY) TO THE OTHER: (i) FOR DEATH OR PERSONAL INJURY; (ii) FOR FRAUD OR FRAUDULENT MISREPRESENTATION; (iii) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 12 SALE OF GOODS ACT 1979; (iii) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 2 SUPPLY OF GOODS AND SERVICES ACT 1982; (iv) FOR BREACH OF ITS OBLIGATIONS ARISING UNDER SECTION 8 SUPPLY OF GOODS (IMPLIED TERMS) ACT 1973; OR (v)

Additional Country Specific Amendments

Spain

7. Limited Warranty; Disclaimer

Section 7 (limited warranty; disclaimer) is replaced with the following:

JCI warrants that (i) for a period of thirty (30) days from delivery initial delivery to you (the "Warranty Period"), the Software will operate in substantial conformity with its Documentation; and (ii) it shall use screening software to scan the Software prior to delivery for viruses, Trojan horses, and other malicious code. If, during the Warranty Period, you notify JCI of any non-compliance with the foregoing warranties, JCI will, in its discretion: (a) use commercially reasonable efforts to provide the programming services necessary to correct any verifiable non-compliance with the foregoing warranties; or (b) replace any non-conforming Software; or if neither of foregoing options is reasonably available to JCI, (c) terminate this Agreement in whole or in part, and refund to You the fees, if any, paid for the non-conforming Software (less depreciation calculated on a three (3)-year straight-line basis commencing on the date of initial delivery to you. JCI shall not be liable for failures caused by third party hardware and software (including your own systems), misuse of the Software, or your negligence or willful misconduct. EXCEPT AS PROVIDED IN THIS SECTION, THE SOFTWARE IS PROVIDED ON AN "AS AVAILABLE," "AS IS" BASIS. THIS WITHOUT PREJUDICE THAT JCI WILL BE LIABLE FOR ANY HIDDEN FAULTS OF THE PRODUCTS PROVIDED, AS WELL AS ANY DAMAGES ARISED AS A RESULT OF PROVIDING A PRODUCT THAT DO NOT CONFORM WITH JCI'S DESCRIPTION, AND/OR THAT IT IS USELESS FOR THE PURPOSES OF THIS AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED BY LAW, JCI AND ITS AFFILIATES, AND THEIR RESPECTIVE SUPPLIERS AND VENDORS DISCLAIM ALL OTHER WARRANTIES WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, TITLE, MERCHANTABILITY, QUITE ENJOYMENT, QUALITY OF INFORMATION, AND FITNESS FOR A PARTICULAR PURPOSE. JCI AND AFFILIATES AND THEIR RESPECTIVE ITS SUPPLIERS AND VENDORS DO NOT WARRANT THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS, OR THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY JCI OR ANY OF ITS PERSONNEL OR AGENTS SHALL CREATE ANY ADDITIONAL JCI WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF JCI'S OBLIGATIONS HEREUNDER.

9. Limitation of liability

The following is added to the end of this section 9 (limitation of liability):

LAW.

11. Data Collection and Use

Section 11 (data collection and use) is modified in the following terms:

You acknowledge and agree that the Software and/or hardware used in connection with the Software may collect data resulting from or otherwise relating to your use of the Software and/or hardware ("Data"). You hereby agree that your Data will be incorporated into a data file controlled by JCI, for the purposes of providing you with service/product recommendations, benchmarking, energy monitoring, maintenance and support, as well as for any purposes related to the execution of this agreement. You may exercise your rights of access, rectification, cancellation and opposition by writing to JCI corporate address stated above, or by contacting us at https://www.johnsoncontrols.com/contact-us, accompanying the request with a copy of an official identifying document. JCI shall be the exclusive owner of all Data. JCI shall have the right to de-identify your Data so that it does not identify you directly or by inference (the "De-Identified Data"). JCI shall have the right and ability to use the De-Identified Data for its business purposes, including improvement of the Software, research, product development, product improvement and provision of products and services to JCI's other customers (collectively, "JCI's Business Purposes".

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CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Kellee Omlid, Parks & Recreation Director
Department: Parks & Recreation
Subject: Farm Lease with Larry Rother
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The City currently has a Lease with Larry Rother for 4.5 acres of parkland in the Sapphire Lake development for farming. In the attached Lease, is a map showing the area in the Sapphire Lake development that is leased to Mr. Rother for farming purposes.

DISCUSSION:

The current farm lease with Mr. Rother expires on May 6, 2024. This lease was for five years starting on May 7, 2019. Staff contacted Mr. Rother to see if he was interested in continuing to farm the parkland in the Sapphire Lake development and renewing the lease. Mr. Rother indicated he was interested in renewing the lease for one more year and submitted a proposal of $1,000 for the lease payment. The current lease with Mr. Rother was for $5,000 over the five-year lease period.

Mr. Rother also farmed the Sapphire Lake development property prior to it being platted.

Attached is the farm Lease with Larry Rother. The City Attorney reviewed the attached Lease and found it to be acceptable.

BUDGET IMPACT:

The lease payment of $1,000 will be deposited into the Park Improvement Fund. These monies will help provide funding for future park and/or trail improvements.

ACTION REQUESTED:

Approve the attached Lease with Larry Rother to lease 4.5 acres of City owned parkland in the Sapphire Lake development for $1,000 with the monies to be deposited in the Park Improvement Fund for future park and/or trail improvements.

ATTACHMENTS:

2024-2025 Farm Lease

LEASE

THIS LEASE ("Lease") is made this _____ day of _____, 2024, by and between Larry Rother, (the "Tenant"), and the **CITY OF FARMINGTON**, a Minnesota municipal corporation (the "Landlord") (collectively referred to as the "Parties").

IN CONSIDERATION OF THE MUTUAL UNDERTAKINGS HEREIN CONTAINED, THE PARTIES AGREE AS FOLLOWS:

1. LEASE DOCUMENTS. The following documents shall be referred to as the "Lease Documents", all of which shall be taken together as a whole as the lease between the parties as if they were set verbatim and in full herein:

A. This Lease.
B. Tenant's Proposal, attached hereto as Exhibit "A".

In the event of conflict among the provisions of the Lease Documents, the order in which they are listed above shall control in resolving any such conflicts with Lease Document "A" having the first priority and Lease Document "B" having the last priority.

2. LEASE TERM. Landlord hereby leases unto the Tenant the tillable farmland located within the property legally described in the attached Exhibit "B" and made a part hereof ("Farm Property"), from May 1, 2024 until April 30, 2025 ("Term").

3. RENT. Tenant shall pay rent to the Landlord for use of the Farm Property in the following amount:

Year 1: $1,000
Total: $1,000

The lease payment is due lump sum on or before May 1, 2024. The Parties understand and acknowledge that the total acreage to be rented will be 4.5 acres, more or less.

4. CARE, MAINTENANCE, USE COVENANTS. Tenant covenants that Tenant will: (i) use the Farm Property for the purpose of crop farming only. Acceptable crops to be grown during the term of this lease includes corn, soybeans, alfalfa, wheat, oats, or other crops with the prior approval of the Landlord; (ii) not commit or permit waste thereon; (iii) carefully protect all improvements of every kind that are now on the Farm Property; (iv) promptly at the expiration of the term of the Lease yield up possession of the Farm Property, without notice, unto the Landlord in as good condition and repair as the Farm Property now is or may be at any time during the continuance of this Lease, ordinary wear and tear excepted; (v) keep the Farm Property free from all weeds and destroy all weeds along the fences and around all improvements thereon; (vi) voluntarily comply with agricultural Best Management Practices as identified by the Minnesota Department of Agriculture as required including but not limited to the following practices: rotating crops annually; proper application of fertilizers, pesticides, and herbicides; and practicing conservation tillage leaving a minimum of 30 percent of the soil surface covered with crop residue after planting and harvest; (vii) will adhere to Part 1 of the State of Minnesota Groundwater Protection Rule in which the application of nitrogen fertilizers is prohibited during the fall (starting September 1 each year) or on frozen soils; (viii) voluntarily follow the list of nitrogen fertilizer Best Management Practices as published by the

Minnesota Department of Agriculture for use in the Hastings Drinking Water Supply Management Area (DWSMA); and (ix) not use the Farm Property to grow hemp or cannabis.

5. TERMINATION. The Landlord reserves the right to terminate the lease between October 1st and March 1st in any year during the lease with a 30-day written notice to the Tenant for any reason including but not limited to development of the land. Whenever the Landlord takes possession of all or any portion of the Farm Property or the Lease is terminated by Landlord for any reason, the Tenant shall plow under all crop residue and harrow the surface area smooth. In such events, Landlord shall pay reasonable damage for growing crops taken, an agreed value for work done on planted land. In no event will livestock be permitted on the Farm Property for any reason.

6. AS-IS AND USE. Tenant accepts the Farm Property on an "as is" "where is" basis without any representations or warranties as to its fitness for a particular purpose. The Parties shall, as applicable, abide by and conform to all statutes, ordinances, rules and regulations of duly constituted public authorities relating to the use or occupancy of the Farm Property.

7. PROPERTY TAXES. Tenant shall be responsible for all real property taxes or personal property taxes in lieu of real estate taxes required by any governmental body having jurisdiction over the Property as a result of this Lease.

8. ENVIRONMENTAL MATTERS AND INDEMNIFICATION. The term "Environmental Laws" shall mean all federal, state and local laws, including statutes, regulations, ordinances, codes, rules and other governmental restrictions and requirements relating to the discharge of air pollutants, water pollutants or process waste water or otherwise relating to the environment or hazardous substances, including but not limited to the Federal Solid Waste Disposal Act, the Federal Clean Air Act, the Federal Clean Water Act, the Federal Resource Conservation and Recovery Act of 1976, the Federal Comprehensive Environmental Responsibility, Cleanup and Liability Act of 1980, regulations of the Environmental Protection Agency, regulations of the Nuclear Regulatory Agency and regulations of any state department of natural resources or state environmental protection agency now or at any time hereafter in effect.

In order to induce the Landlord to enter into this Lease, the Tenant covenants, represents and warrants to the Landlord that while this Lease is in effect Tenant will comply with all applicable Environmental Laws.

Tenant shall indemnify Landlord against all claims, demands, charges, damages, orders, judgments, citations, or costs, including reasonable attorneys' fees which Landlord may incur by reason of any violation of Environmental Laws occurring on the Farm Property for which Landlord may become responsible by reason of Landlord's use of the Farm Property.

9. NO ASSIGNMENT. Tenant agrees not to assign this Lease or sublet the Farm Property or any part thereof without the written consent of the Landlord.

10. WAIVER. One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

11. NO JOINT VENTURE. Nothing contained in this Agreement shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between the Tenant and the

Landlord, it being expressly understood and agreed that neither the payment of rent nor any act of the parties hereto shall be deemed to create any relationship between the Tenant and the Landlord other than the relationship of tenant and landlord.

12. EVENTS OF DEFAULT/REMEDIES. It shall be an "Event of Default" under this Lease if Tenant:

(a) Fails to pay rent when due.
(b) Fails to comply with all of Tenant's covenants herein.

Landlord shall have the right to terminate this Lease if Tenant fails to cure an Event of Default within ten (10) days written notice. If Tenant fails to cure an Event of Default within the cure period Landlord shall have the right to terminate this Lease and exercise any remedies available under applicable law to regain possession of the Farm Property. In the event that Tenant is in default under this Lease and the Lease is terminated and Tenant fails to vacate the Farm Property, the Landlord shall be entitled to recover all costs and expenses including reasonable attorney's fees incurred by Landlord in enforcing the terms of this Lease and regaining possession of the Farm Property. The reimbursement required under Paragraph 5 shall not apply.

13. BINDING EFFECT. This Lease shall extend to and be binding upon the heirs, executors, administrators, trustees, successors, receivers and assigns of the parties hereto.

14. NOTICE. Any notice required or permitted to be given to either party shall be deemed given and received one day following the date the same is (i) delivered by Landlord or a professional third-party courier service (or such delivery is refused), or (ii) mailed, correctly addressed, by United States certified mail, postage prepaid, return receipt requested. Until changed, notices and communications to Landlord and Tenant shall be addressed as follows:

As to City: City of Farmington

Attn: Parks and Recreation Director

As to Tenant:

Attn: Larry Rother

15. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT. Tenant shall defend, indemnify and hold Landlord harmless from all claims, demands, damages, losses and liability for injury or death to any person or persons and for damage to any property, including but not limited to injury, death or damage to the person or property of the Tenant, Tenant's employees and agents, and to third parties, which arise out of the Tenant's operations under this Lease. Tenant's operations under this Lease shall include but not be limited to preparation of the land for planting, cultivating, harvesting, handling, using and maintaining supplies and equipment prior to, during and after the farming operation, all other activities relating to the farming of the Farm Property, and travel to and from the Farm Property.

16. INSURANCE. The Tenant shall acquire and maintain property and liability insurance adequate for the Tenant's use of the Property. The Tenant shall provide proof of insurance upon request by the City.

17. GOVERNMENT REGULATIONS. Tenant agrees to abide by all regulations imposed by any governmental authority relating to the farming of the Farm Property.

18. SUBJECT TO PRIOR LEASES. This Lease is subject to the terms and conditions of any gas, oil and/or mineral lease previously placed on the Farm Property.

19. ENTIRE AGREEMENT. This Agreement constitutes the entire understanding of the Parties and no terms may be altered in any way except by the written consent of both Parties. This Agreement may not be assigned or conveyed without each Party's written consent.

20. RIGHT OF ENTRY AND DAMAGE TO CROPS. The Landlord shall have a right of entry on the Farm Property to do soil borings, survey the property or take any other actions necessary or desirable in the discretion of the Landlord. Landlord shall notify Tenant prior to making an entrance on the property.

IN WITNESS WHEREOF the Parties have causes these presents to be executed as of the date first above written.

TENANT:
LARRY ROTHER

_____
By:
Its:

_____
By:
Its:

LANDLORD:
CITY OF FARMINTON

_____
By: Joshua Hoyt
Its: Mayor

_____
By: Shirley R Buecksler
Its: City Clerk

EXHIBIT A
Tenant Proposal

Kellee Omlid

From: Larry Rother
Sent: Wednesday, April 3, 2024 5:16
To: PM Kellee Omlid
Subject: [EXTERNAL]Re: Farm Lease

I agree to pay $1000 again this year for this parcel. Larry Rother

On Wednesday, April 3, 2024 at 10:10:40 AM CDT, Kellee Omlid <komlid@farmingtonmn.gov> wrote:

Kellee Omlid
Parks and Recreation Director
Main: 651-280-6800 | Direct: 651-280-6851
430 Third St. Farmington, MN 55024
CITY OF FARMINGTON

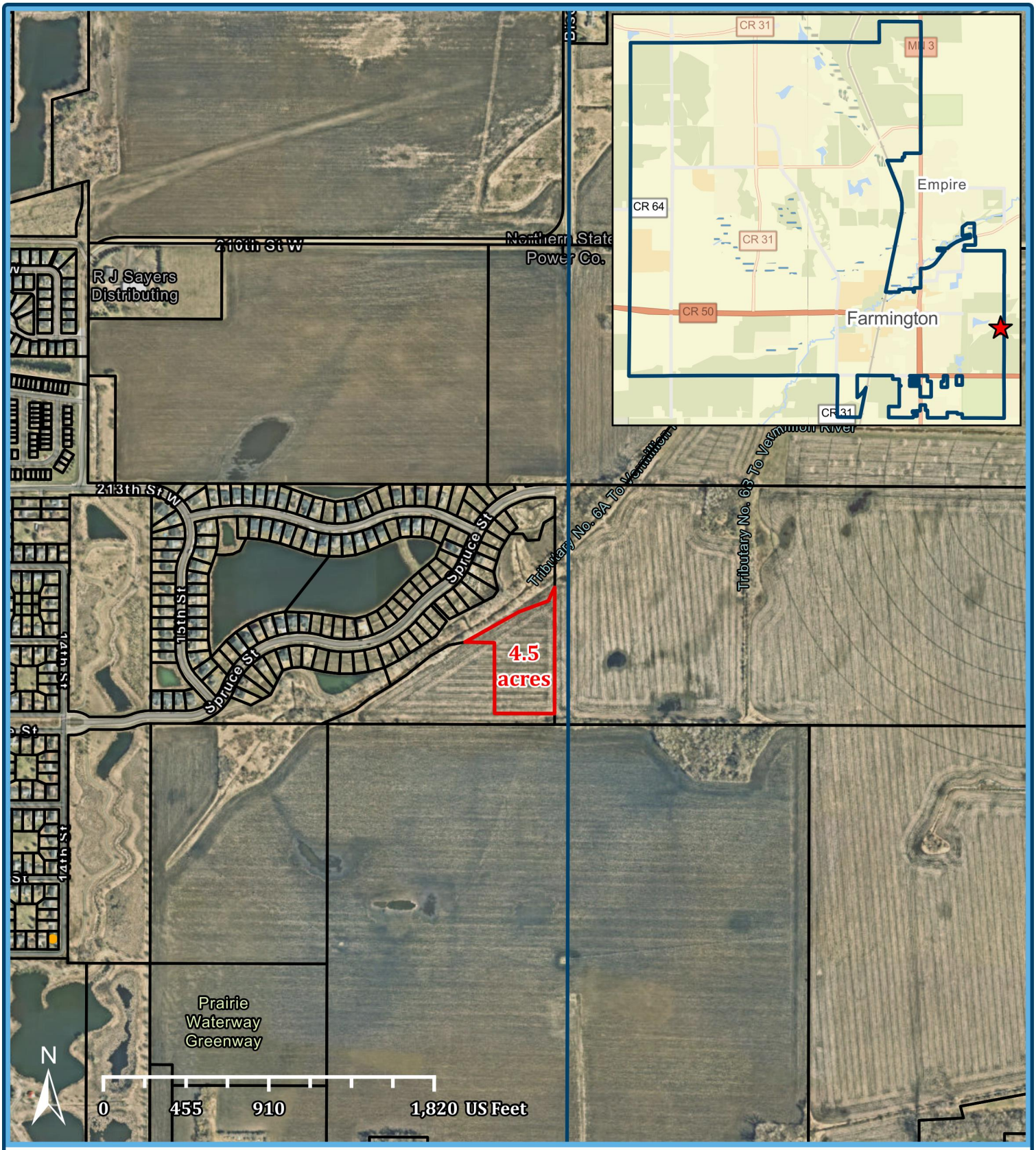
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EXHIBIT B

Legal Description of Farm Property

PID: 14-65200-00-060

Outlot F, Sapphire Lake 1st Addition, Dakota County, Minnesota.



Prepared on:4/1/2024

by:

CITY OF FARMINGTON

Farm Lease Location Map

Municipal Boundary

Site Boundary

Disclaimer: This map is for general reference only. They are not for legal, engineering or surveying use. The City of Farmington assumes no responsibility for damages or other liabilities due to the accuracy, availability, use or misuse of the information herein provided.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Jim Constantineau, Deputy Police Chief
Department: Police
Subject: Joint Powers Agreement with City of Empire for Outdoor Warning Sirens
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Updating the Joint Powers Agreements for Outdoor Warning Sirens.

DISCUSSION:

The Cities of Farmington and Empire share ownership of two outdoor warning sirens. There is currently a joint powers agreement for one of them, executed in 2001, but nothing for the second. The new joint powers agreement covers maintenance, repair, and replacement costs of both sirens in the future, which will be split equally between the Cities.

BUDGET IMPACT:

Repair costs for outdoor sirens are budgeted in the Emergency Management budget.

ACTION REQUESTED:

Approve the Joint Powers Agreement between Farmington and Empire for outdoor warning sirens.

ATTACHMENTS:

DOCS-#226820-v6-Empire_Sirens_Draft_JOINT_POWERS_AGREEMENT

JOINT POWERS AGREEMENT BETWEEN THE CITY OF EMPIRE AND THE CITY OF FARMINGTON DAKOTA COUNTY

This Agreement, entered into on the date last executed below, is by and between the **CITY OF FARMINGTON,** a Minnesota municipal corporation ("Farmington") and the **CITY OF EMPIRE,** a Minnesota municipal corporation ("Empire"), (collectively referred to as the "Parties").

WHEREAS, Farmington operates and maintains emergency warning sirens as part of its emergency management program, and;

WHEREAS, the Parties jointly own two sirens that benefit the residents of both cities, with one being located near the intersection of 208th St and Cambodia Avenue, and the other being located on the grounds of the Empire Water Tower located near 19574 Chippendale Ave West.

WHEREAS, Minn, Stat. 471.59 authorizes two or more governmental units to enter into agreements to jointly or cooperatively exercise any power common to the contracting parties or any similar power.

NOW, THEREFORE, Farmington and Empire agree as follows:

1. **PURPOSE.** This Agreement shall establish the responsibilities of both Parties in acquiring, upgrading, operating, and maintaining warning sirens for the benefit of their respective residents and other persons.

2. **UPGRADE COSTS**. Farmington shall pay the initial costs of upgrading the communications system used to activate each of the two shared sirens which will also allow for the monitoring of the functionality of the sirens.

3. **POWER COSTS.** Empire agrees to provide power and future power upgrades as necessary to each siren at no cost to Farmington.

4. **OPERATION COSTS.** Farmington in conjunction with Dakota 911 will be responsible for operating the warning sirens and shall pay any costs associated with the ongoing operation of the warning sirens except the cost of power to the sirens and maintenance costs described in Section 5. Farmington shall also monitor the sirens for operation and functionality.

5. **MAINTENANCE COSTS.** The Parties shall be jointly responsible for any maintenance and repair costs, including the cost of insurance and all replacement costs due to damage,

wear and tear, aging, or destruction of the sirens and the communications system used to activate the sirens. Such costs shall be divided evenly between the Parties.

6. **TERM AND MODIFICATION.** This written Agreement constitutes the complete agreement between the Parties and supersedes any prior oral or written agreements between the Parties regarding these shared sirens. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the Parties.

7. **PAYMENT.** Empire shall pay Farmington for maintenance costs upon presentation of an itemized claim. Empire shall reimburse Farmington for its share of the costs incurred under this Agreement within thirty (30) days from the presentation of the claim. If any portion of an itemized claim is questioned by Empire, the remainder of the claim shall be promptly paid, and accompanied by a written explanation of the amounts in question. Payment of any amounts in dispute will be made following good faith negotiation and documentation of actual costs incurred in carrying out the work.

8. **INDEMNIFICATION.** Parties agree to indemnify, defend and hold harmless the other, its officers, agents and employees against any and all liability, loss, costs, damages, claims or actions its officers, agents or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officers, agents, or employees, in the execution, performance or failure to adequately perform its obligations pursuant to this Agreement.

9. **LIABILITY.** To the full extent permitted by law, actions by the parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the parties that they shall be deemed a "single governmental unit" for the purposes of liability, all as set forth in Minnesota Statutes, Section 471.59, subd. 1a provided further that for purposes of the statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party. Each party also specifically intends that the single tort cap limits specified for cooperative agreements under Minn. Stat.§ 471.59, subd. la, shall apply to this Agreement and to the activities of the parties hereunder. The statutory limits for the parties may not be added together or stacked to increase the maximum amount of liability for either party.

10. **INSURANCE.** Each party shall carry at its own expense comprehensive liability insurance covering its potential liability under this section with personal injury limits of not less than Five Hundred Thousand and no/100 Dollars ($500,000.00) per person and One Million Five Hundred Thousand and no/100 Dollars ($1,500,000.00) per occurrence and property damage limits of Twenty-Five Thousand and no/100 Dollars ($25,000.00) per occurrence and Fifty Thousand and no/100 Dollars ($50,000.00) aggregate, or such other limits as may from time to time be required under the provisions of Minnesota Statutes §466.04 and any amendments thereto.

11. **AUDITS.** Pursuant to Minnesota Statutes § 16C.05, Subd. 5, any books, records, documents, and accounting procedures and practices of Farmington and Empire relevant to the Agreement are subject to examination by the Farmington, Empire, and either the Legislative Auditor or the State Auditor as appropriate. Farmington and Empire agree to maintain these records for a period of six years from the date of performance of all services covered under this Agreement.

12. **DATA PRACITCES.** The parties will comply with all applicable data practices laws, including but not limited to the Minnesota Government Data Practices Act (MGDPA), Minn. Stat. Ch. 13 and the Minnesota Rules implementing the MGDPA, as amended, as well as any applicable state or federal laws on data privacy and security. All data created, collected, received, stored, used, maintained, or disseminated by the Parties in the performance of their roles and responsibilities are subject to the requirements of the MGDPA, the Minnesota Rules implementing the MGDPA, as amended.

13. **WAIVER.** One or more waivers of any covenant, term or condition of this Agreement by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any similar act.

14. **MODIFICATION.** Any modification to this Agreement shall be binding only if evidenced in writing signed by both parties.

15. **SAVINGS CLAUSE.** The invalidity or unenforceability of any provision of this Agreement shall not affect or impair the validity of any other provision.

IN WITNESS WHEREOF, Parties have executed this Agreement the _____ day of _____, 2024.

CITY OF FARMINGTON

By _____
Joshua Hoyt, Mayor

And _____

Shirley R Buecksler, City Clerk

CITY OF EMPIRE

By _____
_____, Mayor

And _____
_____, City Clerk

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Jim Constantineau, Deputy Police Chief
Department: Police
Subject: Resolution Declaring Surplus Property
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The Police Department is requesting the authorization to dispose of a vehicle.

DISCUSSION:

One of our squads is no longer in service and has been replaced. It is a 2018 Ford Interceptor Utility.

BUDGET IMPACT:

The proceeds of the sale will be used to fund the Police Department Leasing Plan.

ACTION REQUESTED:

Adopt Resolution 2024-33 Declaring Items as Surplus and Authorizing Disposal.

ATTACHMENTS:

2024-33 Declaring Property Surplus - Police Vehicles

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2024-33

A RESOLUTION DECLARING ITEMS AS SURPLUS AND AUTHORIZING DISPOSAL

WHEREAS, the Police Department is requesting authorization to dispose of the following vehicles that are no longer in use due to the condition of the vehicles and is requesting to dispose of the vehicles by sale at auction with funds being deposited into the Vehicle Equipment Fund:

2018 Ford Interceptor Utility
VIN: 1FM5K8AR2JGB34041

NOW, THEREFORE, BE IT RESOLVED by the Farmington City Council that the above listed items are declared surplus and authorize their disposal with any proceeds to be placed into the Vehicle Equipment Fund.

Adopted by the City Council of the City of Farmington, Minnesota, this 15th day of April 2024.

ATTEST:

_____ _____
Joshua Hoyt, Mayor Shirley R Buecksler, City Clerk

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: John Powell, Public Works Director
Department: Engineering
Subject: Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the 2024 Street Improvement Project
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

At the April 1, 2024 City Council meeting, the plans and specifications for the 2024 Street Improvement project were approved, and the advertisement for bids was authorized. As indicated at that meeting, a Professional Services Agreement (PSA) was being developed for construction surveying and materials testing services. The PSA has been prepared and is presented for approval.

DISCUSSION:

Early in 2023, the City Council approved the Consultant Pool for 2023-2027. WSB LLC is one of the firms in the Consultant Pool and has the ability in-house to provide construction surveying, geotechnical exploration, and materials testing services. For efficiency, we have requested they provide staking and geotechnical and/or materials testing services for three project sites. Each site has a separate PSA approval.

In collaboration with City Staff, WSB has prepared the attached scope and budget. The scope includes all of the necessary construction staking and as-built surveys. It also includes a detailed materials testing plan based on the project scope and bid documents.

BUDGET IMPACT:

Work under this contract will be billed hourly for a cost not to exceed $79,895. The project will be funded via a combination of sources including Street Reconstruction Bond proceeds, Sewer Fund, Stormwater Fund, and Water Fund.

ACTION REQUESTED:

Approve a Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the 2024 Street Improvement Project.

ATTACHMENTS:

041524 PSA WSB 2024 street imp const serv

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Agreement") is made this 15th day of April, 2024, by and between the **CITY OF FARMINGTON,** a Minnesota municipal corporation, whose business address is 430 3rd St, Farmington, MN 55024 (hereinafter "City") and WSB LLC, a Limited Liability Company, whose business address is 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 (hereinafter "Engineer").

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Engineer for engineering services, hereinafter referred to as the "Work", and as outlined on Exhibit "A" attached hereto.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Engineer to furnish the services set forth on the attached Exhibit "A". The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The Work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the Work will be performed in compliance with all applicable codes and engineering standards. The Work shall be performed in accordance with the Contract Documents, which includes this Agreement and the attached Exhibits: Exhibit "A" – Scope of Services, Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", (iii) Exhibit "B".

2. REPRESENTATIVES. City has designated John Powell, Public Works Director/City Engineer (the "City Representative"), and the Engineer has designated Mark Erichson, Director of Municipal Services (the "Engineer Representative"). The City Representative and the Engineer Representative shall be available as often as is reasonably necessary for reviewing the Services and Work to be performed.

3. COMPENSATION FOR SERVICES. Engineer shall be paid by the City for the services described in Exhibit "A" on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed $79,895 inclusive of taxes and reimbursable costs.

A. Any changes in the scope of the Work which may result in an increase to the compensation due the Engineer shall require prior written approval by the

authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

B. Special Consultants may be utilized by the Engineer when required by the complex or specialized nature of the Project and when authorized in writing by the City.

4. COMPLETION DATE/TERM. The Engineer must complete the Services by February 28, 2025. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

5. OWNERSHIP OF DOCUMENTS. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Engineer may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Engineer also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement does not relieve any liability on the part of the Engineer, but any use of the Information by the City or the Engineer beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules, and regulations pertaining to the Services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement. Engineer's books, records, documents, and accounting procedures and practices related to services provided to the City are subject to examination by the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

7. STANDARD OF CARE. Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. Engineer shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Engineer's breach of this standard of care. Engineer shall put forth reasonable efforts to complete its duties in a timely manner. Engineer shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Engineer shall be responsible for costs, delays, or damages arising from unreasonable delays in the performance of its duties. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

8. INDEMNIFICATION. The Engineer shall defend, indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all judgments, claims, damages, demands, actions, causes of action, including costs and attorney's fees paid or incurred resulting from any breach of this Agreement by Engineer, its agents, contractors and employees, or any

negligent or intentional act or omission performed, taken or not performed or taken by Engineer, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Engineer harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents, or employees.

9. INSURANCE.

a. General Liability. Prior to starting the Work, Engineer shall procure, maintain, and pay for such insurance as will protect against claims or loss which may arise out of operations by Engineer or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

b. Engineer shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)

Commercial General Liability requirements may be met through a combination of umbrella or excess liability insurance.

The City shall be named as an additional insured on the general liability and umbrella policies.

c. Professional Liability Insurance. In addition to the coverages listed above, Engineer shall maintain a professional liability insurance policy in the amount of $2,000,000. Said policy need not name the City as an additional insured.

d. Engineer shall maintain "stop gap" coverage if Engineer obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "City of Farmington" as an additional insured.

f. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Engineer under this Agreement.

j. Engineer agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Engineer's responsibility to pay any retention or deductible for the coverages required herein.

l. The Engineer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

m. Engineer shall maintain in effect all insurance coverages required under this Paragraph at Engineer's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing and all insurance policies shall be on ISO forms acceptable to the City.

n. **A copy of the Engineer's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Engineer's Work.** Upon request a copy of the Engineer's insurance declaration page, rider and/or endorsement, as applicable shall be provided. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Engineer has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, rider, endorsement, certificates, or other evidence of insurance, or to advise Engineer of any deficiencies in such documents and

receipt thereof shall not relieve Engineer from, nor be deemed a waiver of, City's right to enforce the terms of Engineer's obligations hereunder. City reserves the right to examine any policy provided for under this Agreement.

o. Effect of Engineer's Failure to Provide Insurance. If Engineer fails to provide the specified insurance, then Engineer will defend, indemnify, and hold harmless the City, the City's officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Engineer, its subcontractors, agents, employees or delegates. Engineer agrees that this indemnity shall be construed and applied in favor of indemnification. Engineer also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity in section o, the City may require Engineer to:

i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
ii. Furnish a written acceptance of tender of defense and indemnity from Engineer's insurance company.

Engineer will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay subcontractor for all undisputed

services provided by subcontractor within ten (10) days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

12. ASSIGNMENT AND THIRD PARTIES. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Engineer and not for the benefit of any other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this contract shall be venued in the Dakota County District Court.

16. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

17. RECORDS. The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

19. TERMINATION. This Agreement may be terminated by City on thirty (30) days' written notice delivered to Engineer at the address on file with the City. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

20. NON-DISCRIMINATION. During the performance of this Agreement, the Engineer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Engineer shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Engineer shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Engineer further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

21. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. SERVICES NOT PROVIDED FOR. Claims for services furnished by the Engineer not specifically provided for herein shall not be honored by the City.

23. SEVERABILITY. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

24. CONFLICTS. No officer or salaried employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.

25. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

26. WAIVER. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Dated: April 15, 2024

CITY: **CITY OF FARMINGTON**

By:_____
Joshua Hoyt
Mayor

By:_____
Shirley R Buecksler
City Clerk

Dated:_____, 20___

ENGINEER: **WSB LLC**

By:_____

_____ [print name]

Its:

_____ [title]

EXHIBIT "A"

SCOPE OF SERVICES

AND

EXHIBIT "B"

SCHEDULE OF PAYMENT AND FEE SCHEDULE

April 8, 2024

John Powell, PE
Public Works Director / City Engineer
City of Farmington
430 Third Street
Farmington, MN 55024

RE: Proposal for Construction Surveying Services, As-builts and Geotechnical Services
2024 Street Improvement
Farmington, MN

Dear John:

On behalf of WSB LLC (WSB), I am pleased to respond to your request for proposal regarding the above-mentioned project. WSB's team can offer outstanding value by providing you with an experienced team at competitive rates.

CONSTRUCTION SURVEYING

We have the expertise and equipment needed to provide the City of Farmington quality surveying services, on time and within budget. Our survey crews are equipped with robotic total stations to accurately complete the needed staking for this project.

Our Survey Crew Chiefs will coordinate with the Project Representative on site, making any necessary adjustments to the line and grade as local conditions warrant. This reconstruction project consists of staking storm sewer and watermain, curb and gutter, ADA ramps and as-built collection. WSB will also provide miscellaneous topographic surveys if needed. WSB survey crews can stake this project with the following assumptions of:

Storm Sewer

- One set of offset stakes at 50-foot intervals for line and grade for all structures and mainline.

Watermain

- One set of offset stakes at 50-foot intervals for line and grade to mainline top of pipe.
- Stake hydrant locations

Curb and Gutter

- One set of 3 foot offset stakes at 25-foot in curves and 50-foot in tangents for line and grade
- Offset stakes at all low points, curves and high points.

ADA Ramps

- Stake zero points

As-builts

- All as-builts for new storm sewer and water main structures will be shot in at the end of the project.
- WSB will provide field shots only

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

WSB is proposing to complete these construction surveying tasks on an hourly basis, in accordance with our fee schedule, for a not-to-exceed fee of ***$55,420.00***, as follows

2024 Street Improvement			**5/15/2024 to 10/25/2024**
Staff	**Rate**	**Hours**	**$$**
Storm Sewer			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	40	$ 10,000.00
Total			***$ 10,680.00***
Watermain			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	24	$ 6,000.00
Total			***$ 6,680.00***
Curb Staking			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	60	$ 15,000.00
Total			***$ 15,680.00***
Staking Zero Points for ADA Ramps			
Office Survey Jim Barich	$170.00	6	$ 1,020.00
2PSC	$250.00	16	$ 4,000.00
Total			***$ 5,020.00***
Miscellaneous Topo Surveying			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	40	$ 10,000.00
Total			***$ 10,680.00***
As-Builts (Field Shots only)			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	24	$ 6,000.00
Total			***$ 6,680.00***
TOTAL FEE			**$ 55,420.00**

Additional tasks outside of this scope of services or any re staking would be billed at our normal 2-person survey crew rate of $250.00/hour.

Our survey staff is available to start on this work as soon as we are authorized. We will be available, as needed, throughout the duration of the project.

CONSTRUCTION MATERIAL TESTING

Our proposal for Construction Materials Testing includes a cost estimate with the unit rates for the various services that may be rendered based on the provided project plans and specifications It is our understanding that the 2024 Street Improvements project will be constructed and completed within the 2024 construction season. This estimate outlines the tasks that may be required and their associated costs. We understand that there may be changes in project quantities and requirements. We will work with the City or their representative to ensure that all testing meets the City requirements.

We understand the project will include the following relevant construction activities:

- Aggregate placement
- Concrete flatwork
- Concrete curb and gutter
- Bituminous pavement placement
- Utility improvements

WSB is proposing to complete these construction materials testing on an hourly basis, in accordance with our fee schedule, for an estimated fee of ***$24,475.00***, as shown on the attached breakdown.

Thank you for considering WSB LLC for your construction surveying and materials testing needs. We are looking forward to being of service to you and your staff on this project. If you are in agreement with the terms as noted above, please sign where indicated below and return a copy to our office Upon acceptance of this proposal, we will move forward with contract documentation.

If you have any questions regarding this proposal, please contact me at 612.360.1278

Sincerely,

WSB

Mark Erichson, PE
Director of Municipal Services

APPROVED BY:

City of Farmington

_____
BY

_____
Title

_____
Date

City of Farmington
2024 Street Improvements

Construction Materials Testing Estimate of Costs (2023 SALT)

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Gradation Testing								
3025	Aggregate Base	Random Sampling: > 2000 CY (CV) or 4000 Tons. Divide into lots with lot size no greater than 2000 CY (CV) or 4000 Tons. Test two random samples from each lot and average.	CL 5: 2567 CY	4	5	$150.00	$600.00	$750.00
3025	Stabilizing Aggregate	1 / 40,000 CY (CV)	Small Quantity 100 T	0	1	$150.00	$0.00	$150.00
				Total Minimum Cost for Section			$600.00	
				Total Probable Cost for Section			$900.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Major Soil Types	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Proctor Test								
3260	Proctor Test	1 / Major soil type. Additionally, one for each granular material, if using specified density.	Embankment Subgrade Trench Backfill	6	8	$150.00	$900.00	$1,200.00
				Total Minimum Cost for Section			$900.00	
				Total Probable Cost for Section			$1,200.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Compaction Testing - Nuclear Density Gauge and Dynamic Cone Penetrometer								
3500	Aggregate Base	1 DCP tests per 500 CY (CV) or 1 per 1000 Tons. If test rolled, 1 test / 1,500 CY (CV) or 3000 Tons.	CL 5: 2567 CY	6	8	$50.00	$300.00	$400.00
3510	Non-Granular Materials	**Roadway Embankment:** 1 test per 4,000 CY (CV). If test rolled, 1 test per 10,000 CY (CV),	Common: 523 CY	1	2	$20.00	$20.00	$40.00
3510		**Structures and Longitudinal Trenches (Sidewalk/Trails/Watermain/Storm Sewer/Sanitary Sewer/Retaining Walls):** 1 test per 500 feet of each structure length per every 2 feet of fill.	Storm: 2999 LF (12) Water: 880 LF (6) Sanitary: 439 LF (4)	22	28	$20.00	$440.00	$560.00
3510		**Subgrade Preparation:** 1 test per 25 road stations (1/3000 SY) 100% proctor density	13,407 SY	5	7	$20.00	$100.00	$140.00
				Total Minimum Cost for Section			$860.00	
				Total Probable Cost for Section			$1,140.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Moisture Content Test								
3250	Aggregate Base	1 / 1,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	CL 5: 2567 CY	3	3	$15.00	$45.00	$45.00
3250	All Embankment Materials	1 / 10,000 CY up to 10 maximum. For Quality Compaction: Test as directed by Engineer.	Common: 523 CY	1	1	$15.00	$15.00	$15.00
3250	Subgrade Preparation	1 per 25 Road Stations (1 / 3000 SY) For Quality Compaction: Test as directed by Engineer.	13,407 SY	5	5	$15.00	$75.00	$75.00
				Total Minimum Cost for Section			$135.00	
				Total Probable Cost for Section			$135.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Number of Sources	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Aggregate Quality								
4030	**Aggregate Base** **Recycled/Salvaged/Reclaimed** Bitumen content	**At the discretion of the Engineer.**	Imported	0	1	$165.00	$0.00	$165.00
				Total Minimum Cost for Section			$0.00	
				Total Probable Cost for Section			$165.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Concrete Testing								
2040	Concrete Testing	1 / 100 CY / mix type / day (1 set of 4 cylinders) *Field Cure Cylinders = Additional. Casted Upon Request*	6" HE Dirve: 17 CY 4" Walk: 89 CY 6" Walk: 48 CY B618: 372 CY B624: 7 CY 6" Drive: 117 CY 8" Drive: 56 CY V Curb: 2 CY	12	22	$120.00	$1,440.00	$2,640.00
				Total Minimum Cost for Section			$1,440.00	
				Total Probable Cost for Section			$2,640.00	

WSB Unit	Test Type/Material	Minimum Required Testing Rate	Quantity of Material	Minimum Tests	Probable Tests	Cost Per Test	Minimum Cost	Probable Cost
Bituminous Testing								
4090	Verification Testing - MnDOT Gyratory Mix Properties	1 / mix type / day	9.5W(3,C): 1700 T 12.5NW(3,C): 2200 T	3	5	$600.00	$1,800.00	$3,000.00
4080	Compaction / Density Testing	Per Project Special Provisions	Small Quantity: 9.5W(2,C): 100 T	10	10	$55.00	$550.00	$550.00
				Total Minimum Cost for Section			$2,350.00	
				Total Probable Cost for Section			$3,550.00	

WSB Unit	Project Charges	Rate ($)	Quantity	Subtotal
CMT02	Field Technician Time	100	74	$7,400.00
2130	Trip Charge	30	59	$1,770.00
CMT01	Sample Pick-Up Time	79	33	$2,607.00
CMT90	Project Administration	90	2	$180.00
CMT70	Project Assistant	111	18	$1,998.00
CMT80	Project Engineer	158	5	$790.00
Field and Overhead Subtotal				**$14,745.00**
Testing Subtotal (minimum-probable)				**$6,285.00 - $9,730.00**

Total Estimated Minimum Cost	$21,030.00
Total Estimated Probable Cost	**$24,475.00**

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: John Powell, Public Works Director
Department: Engineering
Subject: Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the Well 5 Retaining Wall Repairs
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

At the March 4, 2024 City Council meeting, a construction contract was awarded to VADA Contracting, LLC for the replacement of the retaining wall adjacent to Well 5, on the west side of English Avenue.

A Professional Services Agreement (PSA) is needed for construction surveying and materials testing services. The PSA has been prepared and is presented for approval.

DISCUSSION:

Early in 2023, the City Council approved the Consultant Pool for 2023-2027. WSB LLC is one of the firms in the Consultant Pool and has the ability in-house to provide construction surveying, geotechnical exploration, and materials testing services. For efficiency, we have requested they provide staking and geotechnical/materials services for three project sites. Each site has a separate PSA approval.

In collaboration with City Staff, WSB has prepared the attached scope and budget. The scope includes all of the necessary construction staking and a detailed materials testing plan based on the project scope and bid documents.

BUDGET IMPACT:

Work under this contract will be billed hourly for a cost not to exceed $7,123. This project will be funded via the Water Fund.

ACTION REQUESTED:

Approve a Professional Services Agreement with WSB LLC for Construction Surveying and Materials Testing Services for the Well 5 Retaining Wall Repairs

ATTACHMENTS:

041524 PSA WSB well 5 ret wall const serv

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Agreement") is made this 15th day of April, 2024, by and between the **CITY OF FARMINGTON,** a Minnesota municipal corporation, whose business address is 430 3rd St, Farmington, MN 55024 (hereinafter "City") and WSB LLC, a Limited Liability Company, whose business address is 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 (hereinafter "Engineer").

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Engineer for engineering services, hereinafter referred to as the "Work", and as outlined on Exhibit "A" attached hereto.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Engineer to furnish the services set forth on the attached Exhibit "A". The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The Work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the Work will be performed in compliance with all applicable codes and engineering standards. The Work shall be performed in accordance with the Contract Documents, which includes this Agreement and the attached Exhibits: Exhibit "A" – Scope of Services, Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", (iii) Exhibit "B".

2. REPRESENTATIVES. City has designated John Powell, Public Works Director/City Engineer (the "City Representative"), and the Engineer has designated Mark Erichson, Director of Municipal Services (the "Engineer Representative"). The City Representative and the Engineer Representative shall be available as often as is reasonably necessary for reviewing the Services and Work to be performed.

3. COMPENSATION FOR SERVICES. Engineer shall be paid by the City for the services described in Exhibit "A" on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed $7,123 inclusive of taxes and reimbursable costs.

A. Any changes in the scope of the Work which may result in an increase to the compensation due the Engineer shall require prior written approval by the

authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

B. Special Consultants may be utilized by the Engineer when required by the complex or specialized nature of the Project and when authorized in writing by the City.

4. COMPLETION DATE/TERM. The Engineer must complete the Services by November 30, 2024. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

5. OWNERSHIP OF DOCUMENTS. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Engineer may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Engineer also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement does not relieve any liability on the part of the Engineer, but any use of the Information by the City or the Engineer beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules, and regulations pertaining to the Services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement. Engineer's books, records, documents, and accounting procedures and practices related to services provided to the City are subject to examination by the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

7. STANDARD OF CARE. Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. Engineer shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Engineer's breach of this standard of care. Engineer shall put forth reasonable efforts to complete its duties in a timely manner. Engineer shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Engineer shall be responsible for costs, delays, or damages arising from unreasonable delays in the performance of its duties. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

8. INDEMNIFICATION. The Engineer shall defend, indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all judgments, claims, damages, demands, actions, causes of action, including costs and attorney's fees paid or incurred resulting from any breach of this Agreement by Engineer, its agents, contractors and employees, or any

negligent or intentional act or omission performed, taken or not performed or taken by Engineer, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Engineer harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents, or employees.

9. INSURANCE.

a. General Liability. Prior to starting the Work, Engineer shall procure, maintain, and pay for such insurance as will protect against claims or loss which may arise out of operations by Engineer or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

b. Engineer shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)

Commercial General Liability requirements may be met through a combination of umbrella or excess liability insurance.

The City shall be named as an additional insured on the general liability and umbrella policies.

c. Professional Liability Insurance. In addition to the coverages listed above, Engineer shall maintain a professional liability insurance policy in the amount of $2,000,000. Said policy need not name the City as an additional insured.

d. Engineer shall maintain "stop gap" coverage if Engineer obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "City of Farmington" as an additional insured.

f. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Engineer under this Agreement.

j. Engineer agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Engineer's responsibility to pay any retention or deductible for the coverages required herein.

l. The Engineer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

m. Engineer shall maintain in effect all insurance coverages required under this Paragraph at Engineer's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing and all insurance policies shall be on ISO forms acceptable to the City.

n. **A copy of the Engineer's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Engineer's Work.** Upon request a copy of the Engineer's insurance declaration page, rider and/or endorsement, as applicable shall be provided. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Engineer has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, rider, endorsement, certificates, or other evidence of insurance, or to advise Engineer of any deficiencies in such documents and

receipt thereof shall not relieve Engineer from, nor be deemed a waiver of, City's right to enforce the terms of Engineer's obligations hereunder. City reserves the right to examine any policy provided for under this Agreement.

o. Effect of Engineer's Failure to Provide Insurance. If Engineer fails to provide the specified insurance, then Engineer will defend, indemnify, and hold harmless the City, the City's officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Engineer, its subcontractors, agents, employees or delegates. Engineer agrees that this indemnity shall be construed and applied in favor of indemnification. Engineer also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity in section o, the City may require Engineer to:

i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
ii. Furnish a written acceptance of tender of defense and indemnity from Engineer's insurance company.

Engineer will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay subcontractor for all undisputed

services provided by subcontractor within ten (10) days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

12. ASSIGNMENT AND THIRD PARTIES. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Engineer and not for the benefit of any other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this contract shall be venued in the Dakota County District Court.

16. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

17. RECORDS. The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

19. TERMINATION. This Agreement may be terminated by City on thirty (30) days' written notice delivered to Engineer at the address on file with the City. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

20. NON-DISCRIMINATION. During the performance of this Agreement, the Engineer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Engineer shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Engineer shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Engineer further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

21. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. **SERVICES NOT PROVIDED FOR.** Claims for services furnished by the Engineer not specifically provided for herein shall not be honored by the City.

23. SEVERABILITY. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

24. **CONFLICTS.** No officer or salaried employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.

25. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

26. **WAIVER**. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Dated: April 15, 2024

CITY: **CITY OF FARMINGTON**

By:_____
Joshua Hoyt
Mayor

By:_____
Shirley R Buecksler
City Clerk

Dated:_____, 20___

ENGINEER: **WSB LLC**

By:_____

_____ [print name]

Its:

_____ [title]

EXHIBIT "A"

SCOPE OF SERVICES

AND

EXHIBIT "B"

SCHEDULE OF PAYMENT AND FEE SCHEDULE

April 8, 2024

John Powell, PE
Public Works Director / City Engineer
City of Farmington
430 Third Street
Farmington, MN 55024

RE: Proposal to Provide Construction Surveying Services and Construction Material Testing
Well 5 Retaining Wall Replacement
Farmington, MN

Dear John:

On behalf of WSB LLC (WSB), I am pleased to respond to your request for proposal regarding the above-mentioned project. WSB's team can offer outstanding value by providing you with an experienced team at competitive rates.

CONSTRUCTION SURVEYING

We have the expertise and equipment needed to provide the City of Farmington quality surveying services, on time and within budget. Our survey crews are equipped with robotic total stations to accurately complete the needed staking for this project.

Our Survey Crew Chiefs will coordinate with the Project Representative on site, making any necessary adjustments to the line and grade as local conditions warrant.

WSB survey crews will provide stakes as need to complete the repairs, stakes will consist of mainly benchmarks and control points, WSB survey crew will be available to the city as needed throughout the duration of the project.

Well 5 Retaining Wall Replacement			5/15/2024 to 10/25/2024
Staff	**Rate**	**Hours**	**$$**
Establish Control			
Office Survey Jim Barich	$170.00	1	$ 170.00
2PSC	$250.00	2	$ 500.00
Grade Staking			
Office Survey Jim Barich	$170.00	3	$ 510.00
2PSC	$250.00	12	$ 3,000.00
TOTAL			***$ 4,180.00***

WSB is proposing to complete these construction surveying tasks on an hourly basis, in accordance with our fee schedule, for a not-to-exceed fee of $4,180.00 as shown above. Additional tasks outside of this scope of services or any re staking would be billed at our normal 2-person survey crew rate of $250.00/hour.

Our survey staff is available to start on this work as soon as we are authorized.

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

CONSTRUCTION MATERIALS TESTING

Our proposal for Construction Materials Testing includes a cost estimate with the unit rates for the various services that may be rendered based on the provided project plans and specifications It is our understanding that the project will be constructed and completed within the 2024 construction season. This estimate outlines the tasks that may be required and their associated costs. We understand that there may be changes in project quantities and requirements. We will work with the City or their representative to ensure that all testing meets the City requirements.

WSB is proposing to complete these construction materials testing on an hourly basis, in accordance with our fee schedule, for an estimated fee of ***$2.943.00***, as shown on the attached breakdown.

Thank you for considering WSB LLC for your construction surveying and materials testing needs. We are looking forward to being of service to you and your staff on this project. If you are in agreement with the terms as noted above, please sign where indicated below and return a copy to our office. . Upon acceptance of this proposal, we will move forward with contract documentation.

If you have any questions regarding this proposal, please contact me at 612.360.1278

Sincerely,

WSB

Mark Erichson, PE
Director of Municipal Services

APPROVED BY:

City of Farmington

_____
BY

_____
Title

_____
Date

Construction Materials Testing Estimate of Costs

City of Farmington

Retaining Wall 5

Based on preliminary scope of work.

April 5, 2024

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
Field Testing				
CMT03	Excavation Observations *[as needed] trips at 3.00 hours each*	0.00 hours	$ 111.00	$ -
CMT02	Compaction Testing of Fill and Backfill *2 trips at 2.00 hours each*	4.00 hours	$ 100.00	$ 400.00
3510	Nuclear Density Testing *4 tests on structural backfill*	4 tests	$ 20.00	$ 80.00
3500	Dynamic Cone Penetrometer (DCP) *2 tests on aggregate base below levelling pad*	2 tests	$ 50.00	$ 100.00
CMT01	Sample Pick Up *1 trips at 3.00 hours each*	3.00 hours	$ 79.00	$ 237.00
2130	Trip Charge	3 trips	$ 30.00	$ 90.00
Laboratory Testing				
3025	Sieve Analysis through no. 200 Sieve *1 tests on aggregate base below levelling pad*	1 tests	$ 150.00	$ 150.00
3260	Standard Proctor *1 tests on structural backfill*	1 tests	$ 150.00	$ 150.00
			Subtotal	$ 1,207.00
Concrete				
Field Testing				
CMT02 Leveling Pad Curb/Gutter	Testing of Concrete *1 pours at 2.00 hours each* *1 pours at 2.00 hours each*	4.00 hours	$ 100.00	$ 400.00
CMT01	Sample Pickup *2 trips at 1.50 hours each*	3.00 hours	$ 79.00	$ 237.00
2130	Trip Charge	4 trips	$ 30.00	$ 120.00
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing *2 sets at 4 cylinders each*	8 cylinders	$ 30.00	$ 240.00
			Subtotal	$ 997.00

Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	2.00 hours	$ 158.00	$ 316.00
CMT70	Project Assistant	3.00 hours	$ 111.00	$ 333.00
CMT90	Project Administrator	1.00 hours	$ 90.00	$ 90.00
			Subtotal	$ 739.00

Inspection and Testing Project Summary		
Aggregate and Soils	$	1,207.00
Concrete	$	997.00
Project Supervision, Review and Management	$	739.00
Estimated Total	**$**	**2,943.00**

ASSUMPTIONS
Excavation observations will only be used as needed for unsuitable soils.
Asphalt pavements will not need to be tested unless small quantity testing is requested.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: John Powell, Public Works Director
Department: Engineering
Subject: Professional Services Agreement with WSB LLC for Construction Surveying, Geotechnical Evaluation, and Materials Testing Services for the Salt Storage Facility
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

At the March 18, 2024 City Council meeting, a contract was awarded to Greystone Construction via Sourcewell for the installation of a new 65' x 112' salt storage facility at the Maintenance Facility campus.

A Professional Services Agreement (PSA) is needed for construction surveying, geotechnical exploration, and materials testing services. The PSA has been prepared and is presented for approval.

DISCUSSION:

Early in 2023, the City Council approved the Consultant Pool for 2023-2027. WSB LLC is one of the firms in the Consultant Pool and has the ability in-house to provide construction surveying, geotechnical exploration, and materials testing services. For efficiency, we have requested they provide staking and geotechnical/materials services for three project sites. Each site has a separate PSA approval.

In collaboration with City Staff, WSB has prepared the attached scope and budget. The scope includes all of the necessary geotechnical exploration activities, construction staking, and materials testing plan based on the project scope.

BUDGET IMPACT:

Work under this contract will be billed hourly for a cost not to exceed $27,383. American Rescue Plan Act (ARPA) funds will be used for the salt storage facility installation and related work.

ACTION REQUESTED:

Approve a Professional Services Agreement with WSB LLC for Construction Surveying, Geotechnical Evaluation, and Materials Testing Services for the Salt Storage Facility

ATTACHMENTS:

041524 PSA WSB salt storage const serv

PROFESSIONAL SERVICES AGREEMENT

This **Professional Services Agreement** ("Agreement") is made this 15th day of April, 2024, by and between the **CITY OF FARMINGTON,** a Minnesota municipal corporation, whose business address is 430 3rd St, Farmington, MN 55024 (hereinafter "City") and WSB LLC, a Limited Liability Company, whose business address is 701 Xenia Avenue South, Suite 300, Minneapolis, MN 55416 (hereinafter "Engineer").

PRELIMINARY STATEMENT

The City has adopted a policy regarding the selection and hiring of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the provision of professional services by Engineer for engineering services, hereinafter referred to as the "Work", and as outlined on Exhibit "A" attached hereto.

IN CONSIDERATION OF THEIR MUTUAL COVENANTS, THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF SERVICES. The City retains Engineer to furnish the services set forth on the attached Exhibit "A". The Engineer agrees to perform the services. Engineer shall provide all personnel, supervision, services, materials, tools, equipment and supplies and do all things necessary and ancillary thereto specified on Exhibit "A". The Work to be performed under this Agreement shall be done under the review of a professional engineer licensed in the State of Minnesota, who shall attest that the Work will be performed in compliance with all applicable codes and engineering standards. The Work shall be performed in accordance with the Contract Documents, which includes this Agreement and the attached Exhibits: Exhibit "A" – Scope of Services, Exhibit "B" – Schedule of Payment and Fee Schedule. In the event any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the following order: (i) this Agreement; (ii) Exhibit "A", (iii) Exhibit "B".

2. REPRESENTATIVES. City has designated John Powell, Public Works Director/City Engineer (the "City Representative"), and the Engineer has designated Mark Erichson, Director of Municipal Services (the "Engineer Representative"). The City Representative and the Engineer Representative shall be available as often as is reasonably necessary for reviewing the Services and Work to be performed.

3. COMPENSATION FOR SERVICES. Engineer shall be paid by the City for the services described in Exhibit "A" on an hourly basis in accordance with the attached fee schedule, Exhibit "B", but not to exceed $27,383 inclusive of taxes and reimbursable costs.

A. Any changes in the scope of the Work which may result in an increase to the compensation due the Engineer shall require prior written approval by the

authorized representative of the City or by the City Council. The City will not pay additional compensation for services that do not have prior written authorization.

B. Special Consultants may be utilized by the Engineer when required by the complex or specialized nature of the Project and when authorized in writing by the City.

4. COMPLETION DATE/TERM. The Engineer must complete the Services by December 31, 2024. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.

5. OWNERSHIP OF DOCUMENTS. All plans, diagrams, analyses, reports and information generated in connection with the performance of the Agreement ("Information") shall become the property of the City, but Engineer may retain copies of such documents as records of the services provided. The City may use the Information for its purposes and the Engineer also may use the Information for its purposes. Use of the Information for the purposes of the project contemplated by this Agreement does not relieve any liability on the part of the Engineer, but any use of the Information by the City or the Engineer beyond the scope of the Project is without liability to the other, and the party using the Information agrees to defend and indemnify the other from any claims or liability resulting therefrom.

6. COMPLIANCE WITH LAWS AND REGULATIONS. In providing services hereunder, Engineer shall abide by all statutes, ordinances, rules, and regulations pertaining to the provisions of services to be provided. Any violation of statutes, ordinances, rules, and regulations pertaining to the Services to be provided shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement. Engineer's books, records, documents, and accounting procedures and practices related to services provided to the City are subject to examination by the legislative auditor or the state auditor, as appropriate, for a minimum of six years.

7. STANDARD OF CARE. Engineer shall exercise the same degrees of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by a professional engineer under similar circumstances. Engineer shall be liable to the fullest extent permitted under applicable law, without limitation, for any injuries, loss, or damages proximately caused by Engineer's breach of this standard of care. Engineer shall put forth reasonable efforts to complete its duties in a timely manner. Engineer shall not be responsible for delays caused by factors beyond its control or that could not be reasonably foreseen at the time of execution of this Agreement. Engineer shall be responsible for costs, delays, or damages arising from unreasonable delays in the performance of its duties. No other warranty, expressed or implied, is included in this Agreement. City shall not be responsible for discovering deficiencies in the accuracy of Engineer's services.

8. INDEMNIFICATION. The Engineer shall defend, indemnify and hold harmless the City, its officers, agents, and employees, of and from any and all judgments, claims, damages, demands, actions, causes of action, including costs and attorney's fees paid or incurred resulting from any breach of this Agreement by Engineer, its agents, contractors and employees, or any

negligent or intentional act or omission performed, taken or not performed or taken by Engineer, its agents, contractors and employees, relative to this Agreement. City will indemnify and hold Engineer harmless from and against any loss for injuries or damages arising out of the negligent acts of the City, its officers, agents, or employees.

9. INSURANCE.

a. General Liability. Prior to starting the Work, Engineer shall procure, maintain, and pay for such insurance as will protect against claims or loss which may arise out of operations by Engineer or by any subcontractor or by anyone employed by any of them or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Paragraph, or required by law.

b. Engineer shall procure and maintain the following minimum insurance coverages and limits of liability for the Work:

Worker's Compensation	Statutory Limits
Employer's Liability	$500,000 each accident $500,000 disease policy limit $500,000 disease each employee
Commercial General Liability	$2,000,000 property damage and bodily injury per occurrence $2,000,000 general aggregate
Comprehensive Automobile Liability	$1,000,000 combined single limit each accident (shall include coverage for all owned, hired and non-owed vehicles.)

Commercial General Liability requirements may be met through a combination of umbrella or excess liability insurance.

The City shall be named as an additional insured on the general liability and umbrella policies.

c. Professional Liability Insurance. In addition to the coverages listed above, Engineer shall maintain a professional liability insurance policy in the amount of $2,000,000. Said policy need not name the City as an additional insured.

d. Engineer shall maintain "stop gap" coverage if Engineer obtains Workers' Compensation coverage from any state fund if Employer's liability coverage is not available.

e. All policies, except the Worker's Compensation Policy, Automobile Policy, and Professional Liability Policy, shall name the "City of Farmington" as an additional insured.

f. All policies, except the Professional Liability Policy, shall apply on a "per project" basis.

g. All polices shall contain a waiver of subrogation in favor of the City.

h. All policies, except for the Worker's Compensation Policy and the Professional Liability Policy, shall be primary and non-contributory.

i. All polices, except the Worker's Compensation Policy, shall insure the defense and indemnity obligations assumed by Engineer under this Agreement.

j. Engineer agrees to maintain all coverage required herein throughout the term of the Agreement and for a minimum of two (2) years following City's written acceptance of the Work.

k. It shall be Engineer's responsibility to pay any retention or deductible for the coverages required herein.

l. The Engineer's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be cancelled without at least thirty (30) days advanced written notice to the City.

m. Engineer shall maintain in effect all insurance coverages required under this Paragraph at Engineer's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless specifically accepted by City in writing and all insurance policies shall be on ISO forms acceptable to the City.

n. **A copy of the Engineer's Certificate of Insurance which evidences the compliance with this Paragraph, must be filed with City prior to the start of Engineer's Work.** Upon request a copy of the Engineer's insurance declaration page, rider and/or endorsement, as applicable shall be provided. Such documents evidencing insurance shall be in a form acceptable to City and shall provide satisfactory evidence that Engineer has complied with all insurance requirements. Renewal certificates shall be provided to City prior to the expiration date of any of the required policies. City will not be obligated, however, to review such Certificate of Insurance, declaration page, rider, endorsement, certificates, or other evidence of insurance, or to advise Engineer of any deficiencies in such documents and

receipt thereof shall not relieve Engineer from, nor be deemed a waiver of, City's right to enforce the terms of Engineer's obligations hereunder. City reserves the right to examine any policy provided for under this Agreement.

o. Effect of Engineer's Failure to Provide Insurance. If Engineer fails to provide the specified insurance, then Engineer will defend, indemnify, and hold harmless the City, the City's officials, agents, and employees from any loss, claim, liability, and expense (including reasonable attorney's fees and expenses of litigation) to the extent necessary to afford the same protection as would have been provided by the specified insurance. Except to the extent prohibited by law, this indemnity applies regardless of any strict liability or negligence attributable to the City (including sole negligence) and regardless of the extent to which the underlying occurrence (i.e., the event giving rise to a claim which would have been covered by the specified insurance) is attributable to the negligent or otherwise wrongful act or omission (including breach of contract) of Engineer, its subcontractors, agents, employees or delegates. Engineer agrees that this indemnity shall be construed and applied in favor of indemnification. Engineer also agrees that if applicable law limits or precludes any aspect of this indemnity, then the indemnity will be considered limited only to the extent necessary to comply with that applicable law. The stated indemnity continues until all applicable statutes of limitation have run.

If a claim arises within the scope of the stated indemnity in section o, the City may require Engineer to:

i. Furnish and pay for a surety bond, satisfactory to the City, guaranteeing performance of the indemnity obligation; or
ii. Furnish a written acceptance of tender of defense and indemnity from Engineer's insurance company.

Engineer will take the action required by the City within fifteen (15) days of receiving notice from the City.

10. INDEPENDENT CONTRACTOR. The City hereby retains the Engineer as an independent contractor upon the terms and conditions set forth in this Agreement. The Engineer is not an employee of the City and is free to contract with other entities as provided herein. Engineer shall be responsible for selecting the means and methods of performing the work. Engineer shall furnish any and all supplies, equipment, and incidentals necessary for Engineer's performance under this Agreement. City and Engineer agree that Engineer shall not at any time or in any manner represent that Engineer or any of Engineer's agents or employees are in any manner agents or employees of the City. Engineer shall be exclusively responsible under this Agreement for Engineer's own FICA payments, workers compensation payments, unemployment compensation payments, withholding amounts, and/or self-employment taxes if any such payments, amounts, or taxes are required to be paid by law or regulation.

11. SUBCONTRACTORS. Engineer shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. Engineer shall comply with Minnesota Statute § 471.425. Engineer must pay subcontractor for all undisputed

services provided by subcontractor within ten (10) days of Engineer's receipt of payment from City. Engineer must pay interest of 1.5 percent per month or any part of a month to subcontractor on any undisputed amount not paid on time to subcontractor. The minimum monthly interest penalty payment for an unpaid balance of $100 or more is $10.

12. ASSIGNMENT AND THIRD PARTIES. Neither party shall assign this Agreement, nor any interest arising herein, without the written consent of the other party. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the City and Engineer, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and Engineer and not for the benefit of any other party.

13. WAIVER. Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

14. ENTIRE AGREEMENT. The entire agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

15. CONTROLLING LAW AND VENUE. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. All proceedings related to this contract shall be venued in the Dakota County District Court.

16. COPYRIGHT. Engineer shall defend actions or claims charging infringement of any copyright or patent by reason of the use or adoption of any designs, drawings, or specifications supplied by it, and it shall hold harmless the City from loss or damage resulting therefrom.

17. RECORDS. The Engineer shall maintain complete and accurate records of time and expense involved in the performance of services.

18. MINNESOTA GOVERNMENT DATA PRACTICES ACT. Engineer must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to (1) all data provided by the City pursuant to this Agreement, and (2) all data, created, collected, received, stored, used, maintained, or disseminated by the Engineer pursuant to this Agreement. Engineer is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event Engineer receives a request to release data, Engineer must immediately notify City. City will give Engineer instructions concerning the release of the data to the requesting party before the data is released. Engineer agrees to defend, indemnify, and hold City, its officials, officers, agents, employees, and volunteers harmless from any claims resulting from Engineer's officers', agents', partners', employees', volunteers', assignees', or subcontractors' unlawful disclosure and/or use of protected data. The terms of this paragraph shall survive the cancellation or termination of this Agreement.

19. TERMINATION. This Agreement may be terminated by City on thirty (30) days' written notice delivered to Engineer at the address on file with the City. Upon termination under this provision if there is no fault of the Engineer, the Engineer shall be paid for services rendered and reimbursable expenses until the effective date of termination. If the City terminates the Agreement because the Engineer has failed to perform in accordance with this Agreement, no further payment shall be made to the Engineer, and the City may retain another engineer to undertake or complete the work identified in Paragraph 1.

20. NON-DISCRIMINATION. During the performance of this Agreement, the Engineer shall not discriminate against any employee or applicants for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Engineer shall post in places available to employees and applicants for employment, notices setting forth the provision of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Engineer shall incorporate the foregoing requirements of this paragraph in all of its subcontracts for program work, and will require all of its subcontractors for such work to incorporate such requirements in all subcontracts for program work. The Engineer further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

21. SURVIVAL. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

22. **SERVICES NOT PROVIDED FOR.** Claims for services furnished by the Engineer not specifically provided for herein shall not be honored by the City.

23. SEVERABILITY. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

24. **CONFLICTS.** No officer or salaried employee of the City and no member of the Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision renders the Agreement void.

25. NOTICES. Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by facsimile, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.

26. **WAIVER**. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

27. COUNTERPARTS. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

Dated: April 15, 2024

CITY: **CITY OF FARMINGTON**

By:_____
Joshua Hoyt
Mayor

By:_____
Shirley R Buecksler
City Clerk

Dated:_____, 20___

ENGINEER: **WSB LLC**

By:_____

_____ [print name]

Its:

_____ [title]

EXHIBIT "A"

SCOPE OF SERVICES

AND

EXHIBIT "B"

SCHEDULE OF PAYMENT AND FEE SCHEDULE

April 8, 2024

John Powell, PE
Public Works Director / City Engineer
City of Farmington
430 Third Street
Farmington, MN 55024

RE: Proposal to Provide Construction Surveying and Geotechnical Evaluation Services
Salt Storage Facility
Farmington, MN

Dear John:

On behalf of WSB LLC (WSB), I am pleased to respond to your request for proposal regarding the above-mentioned project. WSB's team can offer outstanding value by providing you with an experienced team at competitive rates.

SURVEYING

We have the expertise and equipment needed to provide the City of Farmington quality surveying services, on time and within budget. Our survey crews are equipped with robotic total stations to accurately complete the needed staking for this project.

Our Survey Crew Chiefs will coordinate with the Project Representative on site, making any necessary adjustments to the line and grade as local conditions warrant.

WSB proposes to stake soil borings locations prior to the commencement of construction staking. Once construction of the site starts, WSB survey crews will provide grade stakes necessary for rough and final grades of the Salt Storge Area. Our crews will also provide offset stakes to Salt Storage footing structures.

Salt Storage Facility			5/15/2024 to 10/25/2024
Staff	**Rate**	**Hours**	**$$**
Establish Control			
Office Survey Jim Barich	$170.00	1	$ 170.00
2PSC	$250.00	2	$ 500.00
Grade Staking			
Office Survey Jim Barich	$170.00	3	$ 510.00
2PSC	$250.00	12	$ 3,000.00
Structure Staking			
Office Survey Jim Barich	$170.00	3	$ 510.00
2PSC	$250.00	12	$ 3,000.00
Soil Boring Staking			
Office Survey Jim Barich	$170.00	2	$ 340.00
2PSC	$250.00	8	$ 2,000.00
Miscellaneous Topo Surveying			
Office Survey Jim Barich	$170.00	4	$ 680.00
2PSC	$250.00	8	$ 2,000.00
TOTAL			***$ 12,710.00***

178 E 9TH STREET | SUITE 200 | SAINT PAUL, MN | 55101 | 651.286.8450 | WSBENG.COM

WSB is proposing to complete construction surveying tasks on an hourly basis, in accordance with our fee schedule, for a not-to-exceed fee ***of $12,710.00,*** as shown above. Additional tasks outside of this scope of services or any re staking would be billed at our normal 2-person survey crew rate of $250.00/hour. Our survey staff is available to start on this work as soon as we are authorized. We will be available, as needed, throughout the duration of the project.

GEOTECHNICAL EVALUATION

For Geotechnical Evaluation, it is our understanding that this project consists of construction of a new fabric building structure at the existing Maintenance Facility that will include perimeter footings and paving inside the structure. We anticipate perimeter loads will range between 2 to 6 kips per linear foot and column loads will be up to 100 kips.

A. Project Objectives

Based upon our experience with similar projects the objectives of our geotechnical services are to perform subsurface borings, classify and analyze the soil samples, discuss groundwater issues, and prepare recommendations for foundation design, backfill, and pavement sections.

B. Scope of Basic Services

Based on our understanding of the project we proposed the following scope of services:

1. Site Access
   Based on a review of the information you provided it appears the site is accessible with a truck mounted drill rig if the site conditions are dry. We understand that there are no gates or fences protecting the area of the borings.

2. Bore Hole Locating and Gopher State One Call
   WSB will stake the proposed bore hole locations using existing structures as guides. If approximate bore hole locations are not acceptable and more precise locations are required by the design team, we recommend the use of GPS (Global Positioning System) technology to aid in staking the borings.

   Prior to sending a drill rig to the site WSB will contact Gopher State One Call (GSOC) and have them request public underground utility owners mark and clear our proposed bore hole locations of their utilities. If there are private underground utilities that are not located by GSOC, you must notify WSB immediately. WSB will take reasonable precautions to avoid underground facilities.

3. Subsurface Test Borings
   We propose to complete 6 standard penetration test borings to depths of 20 feet below grade. In the standard penetration test borings, we will sample and record blow counts at 2½ foot intervals to 15-foot depths and then at 5-foot intervals to the boreholes termination depth.

   If unsuitable soils (existing fill, organic soils, etc…) are encountered at the proposed boring termination depth(s), it will be necessary to extend the borings into more competent materials. This will allow us to better evaluate potential construction issues. An additional charge of $30 per lineal foot will be assessed for borings extended beyond their proposed termination depths. If the added work requires an additional mobilization to the site, it will be charged at $500 per day.

In Minnesota, a boring that is deeper than 15 feet and sealed within 72 hours is considered a temporary boring / environmental well and requires Well Sealing Records be submitted to the Minnesota Department of Health. If the temporary boring /environmental well is extended to depths of more than 25 feet, a Construction Notification form and Fee are required. WSB will fill out the MDH notification and sealing record forms and sign on behalf of the owner unless directed otherwise.

4. Schedule, Bore Hole Samples and Laboratory Testing
Based on our current drilling backlog, we anticipate that we can mobilize our truck mounted auger drill to the site in about 4 to 6 weeks from the time that written authorization is provided. Laboratory work and boring log preparation will take about 2 to 3 weeks following completion of the field work. After the boring logs are sent to the client for review and discussion, the report will be completed. It should be noted that this schedule may change based on timing of authorization, site conditions and other factors. Should our anticipated schedule change, we will let you know.

Samples retrieved during drilling will be returned to our laboratory where they will be reviewed, classified using the Unified Soil Classification System (USCS) and logged under the direction of a geotechnical engineer. Select samples will be set aside for laboratory testing. We may perform routine laboratory tests on selected soil samples obtained from the exploration.

Such tests will aid in determining soil classification and properties and potential behavior characteristics to help guide our recommendations.

5. Geotechnical Engineering Report
Information gathered for this project will be used to prepare a geotechnical report. The report will summarize our findings and provide a discussion of subsurface soil and groundwater conditions encountered in our borings and how they may affect the proposed construction of foundations, slabs, and pavements. The report will also provide recommendations for an allowable soil bearing pressure for footing design, along with estimates of ground water depths/elevations and settlement under the assumed structural loads, site grading, and a discussion of soils for use as structural fill and site fill. We will provide you and any identified members of your design/project team with a PDF copy of our geotechnical report. If requested, we will also provide you with an original hard copy.

This geotechnical proposal is presented for engineering services to determine the structural properties of the soil at the specified site. It does not cover an environmental assessment of the site, or environmental testing of the soil or groundwater.

Our lump sum fee is provided below.

Services	**Estimated Cost**
6 Standard Penetration Borings to about 20-foot depths, Mobilization/Demobilization, Project Management and Administration, Gopher State Utility Clearance, Soil Classification, Boring Logs, Laboratory Testing, Geotechnical Report, Consumables	$11,400.00
TOTAL	***$11,400.00***

If additional borings or deeper borings are needed, or if engineering and testing are requested beyond that necessary for preparation of our report (post-report consultation, report revision due to changes in building design or location, specification review, or pre-construction meetings), the increase in our fees will be in accordance with the rates previously indicated or at the unit prices shown on the enclosed Rate Schedule for hourly services.

This fee proposal is valid for ninety (90) days from the creation date noted in the header. WSB may reissue a revised proposal upon request if the indicated time period has lapsed. Should the scope of work change in nature or be expanded to include additional services, we reserve the right to renegotiate the fees and contract provisions with you. However, once we begin work on this project, any counteroffers will not be accepted.

CONSTRUCTION MATERIALS TESTING

Our proposal for Construction Materials Testing includes unit rates for the various services that may be rendered based on the preliminary scope of work. The estimate may need to be adjusted as the final plans and soils reports are completed.

t is our understanding that this contract will consist of testing for the Farmington Salt Storage Building in Farmington, Minnesota. Based on the information presented by the City, we have prepared a material testing estimate outlining the tasks that may be required and their associated costs. The tasks were derived from the preliminary scope of work for the building.

We understand that the project will include the following relevant construction activities:

- Soils and Aggregate Testing
- Concrete Testing

WSB is proposing to complete construction materials testing on an hourly basis, in accordance with our fee schedule, for an estimated fee ***of $3,273.00,*** as shown on the attached page.

Thank you for considering WSB LLC for your construction surveying, geotechnical and construction materials testing needs. We are looking forward to being of service to you and your staff on this project. If you are in agreement with the terms as noted above, please sign where indicated below and return a copy to our office. Upon acceptance, we will prepare contract documents.

If you have any questions regarding this proposal, please contact me at 612.360.1278

Sincerely,

WSB

Mark Erichson, PE
Director of Municipal Services

APPROVED BY:

City of Farmington

_____
BY

_____
Title

_____
Date

Construction Materials Testing Estimate of Costs

City of Farmington

Salt Storage Building

Based on preliminary scope of work.

April 3, 2024

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
Field Testing				
CMT03	Excavation Observations *[as needed] trips at 3.00 hours each*	0.00 hours	$ 111.00	$ -
CMT02	Compaction Testing of Fill and Backfill *3 trips at 2.00 hours each*	6.00 hours	$ 100.00	$ 600.00
3510	Nuclear Density Testing *4 tests on subgrade*	4 tests	$ 20.00	$ 80.00
3500	Dynamic Cone Penetrometer (DCP) *4 tests on shelter aggregate base*	4 tests	$ 50.00	$ 200.00
CMT01	Sample Pick Up *1 trips at 3.00 hours each*	3.00 hours	$ 79.00	$ 237.00
2130	Trip Charge	4 trips	$ 30.00	$ 120.00
Laboratory Testing				
3025	Sieve Analysis through no. 200 Sieve *1 tests on aggregate base*	1 tests	$ 150.00	$ 150.00
3260	Standard Proctor *1 tests on subgrade*	1 tests	$ 150.00	$ 150.00
			Subtotal	$ 1,537.00
Concrete				
Field Testing				
CMT02	Testing of Concrete Piers *1 pours at 2.00 hours each* Misc. *1 pours at 2.00 hours each*	4.00 hours	$ 100.00	$ 400.00
CMT01	Sample Pickup *2 trips at 1.50 hours each*	3.00 hours	$ 79.00	$ 237.00
2130	Trip Charge	4 trips	$ 30.00	$ 120.00
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing *2 sets at 4 cylinders each*	8 cylinders	$ 30.00	$ 240.00
			Subtotal	$ 997.00

Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	2.00 hours	$ 158.00	$ 316.00
CMT70	Project Assistant	3.00 hours	$ 111.00	$ 333.00
CMT90	Project Administrator	1.00 hours	$ 90.00	$ 90.00
			Subtotal	$ 739.00

Inspection and Testing Project Summary		
Aggregate and Soils	$	1,537.00
Concrete	$	997.00
Project Supervision, Review and Management	$	739.00
Estimated Total	**$**	**3,273.00**

ASSUMPTIONS
The final estimate will be adjusted based on plans and geotechnical soil report.
Excavation observations will only be used as needed for unsuitable soils.
Asphalt pavements will not need to be tested unless placed and testing requested.
Concrete testing will be performed on all concrete structures. Reinforcing observations will be scheduled as requested.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: Vacation of Drainage and Utility Easement within the St. Michael's Addition Plat
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The City has received a petition from the Church of St. Michael's to vacate a drainage and utility easement on the property located at 22120 Denmark Avenue.

DISCUSSION:

The Church of St. Michael's is proposing to construct a new rectory to house priests on their campus located at 22120 Denmark Avenue. In order to construct the rectory where they are proposing, the area must be replatted from an outlot to a buildable lot. In addition, a certain drainage and utility easement must be vacated.

The subject easement to be vacated is a blanket drainage and utility easement that covers the entirety of Outlot D ST. MICHAEL'S ADDITION (see Exhibit "A" of attached resolution). New drainage and utility easements will be dedicated with the proposed replat (St. Michael's 3rd Addition).

Per State Statute §421.851, the City Council must conduct a public hearing regarding the proposed vacation after published and posted notice of said vacation.

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

After any public comment is taken, close the public hearing regarding the vacation of the drainage and utility easement and adopt Resolution 2024-29 Vacating Existing Drainage and Utility Easement St. Michael's Addition.

ATTACHMENTS:

2024-29 Vacating Existing Drainage and Utility Easement St. Michael's Addition

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2024-29

A RESOLUTION VACATING EXISTING DRAINAGE AND UTILITY EASEMENT ST. MICHAEL'S ADDITION

WHEREAS, Outlot D ST. MICHAEL'S ADDITION is encumbered with a blanket drainage and utility easement; and

WHEREAS, the City has received application for ST. MICHAEL'S 3rd ADDITION which replats Outlot D ST. MICHAEL'S ADDITION by combining the outlot with the larger parent parcel located at 22120 Denmark Avenue; and

WHEREAS, the Church of St. Michael has been granted a conditional use permit by the City's Planning Commission on April 9, 2024 to construct a rectory in the location of Outlot D ST. MICHAEL'S ADDITION; and

WHEREAS, new drainage and utility easements will be dedicated with the ST. MICHAEL'S 3rd ADDITION plat; and

WHEREAS, it appears that it is in the public interest to vacate the drainage and utility easement as depicted in Exhibit "A" and legally described in Exhibit "B;" and

WHEREAS, pursuant to Minnesota Statutes, section 412.851, the Farmington City Council has conducted a hearing preceded by published and posted notice to consider the easement vacation.

NOW, THEREFORE, BE IT RESOLVED, that Farmington Mayor and City Council hereby:

1. Vacate the blanket drainage and utility easement depicted in the attached Exhibit "A" and legally described in the attached Exhibit "B."
2. Direct the City Clerk to file a certified copy of this resolution with the County Auditor and County Recorder in and for Dakota County, Minnesota.

Adopted by the City Council of the City of Farmington, Minnesota, this 15th day of April 2024.

ATTEST:

_____ _____

Joshua Hoyt, Mayor Shirley R Buecksler, City Clerk

Exhibit "A" – Depiction

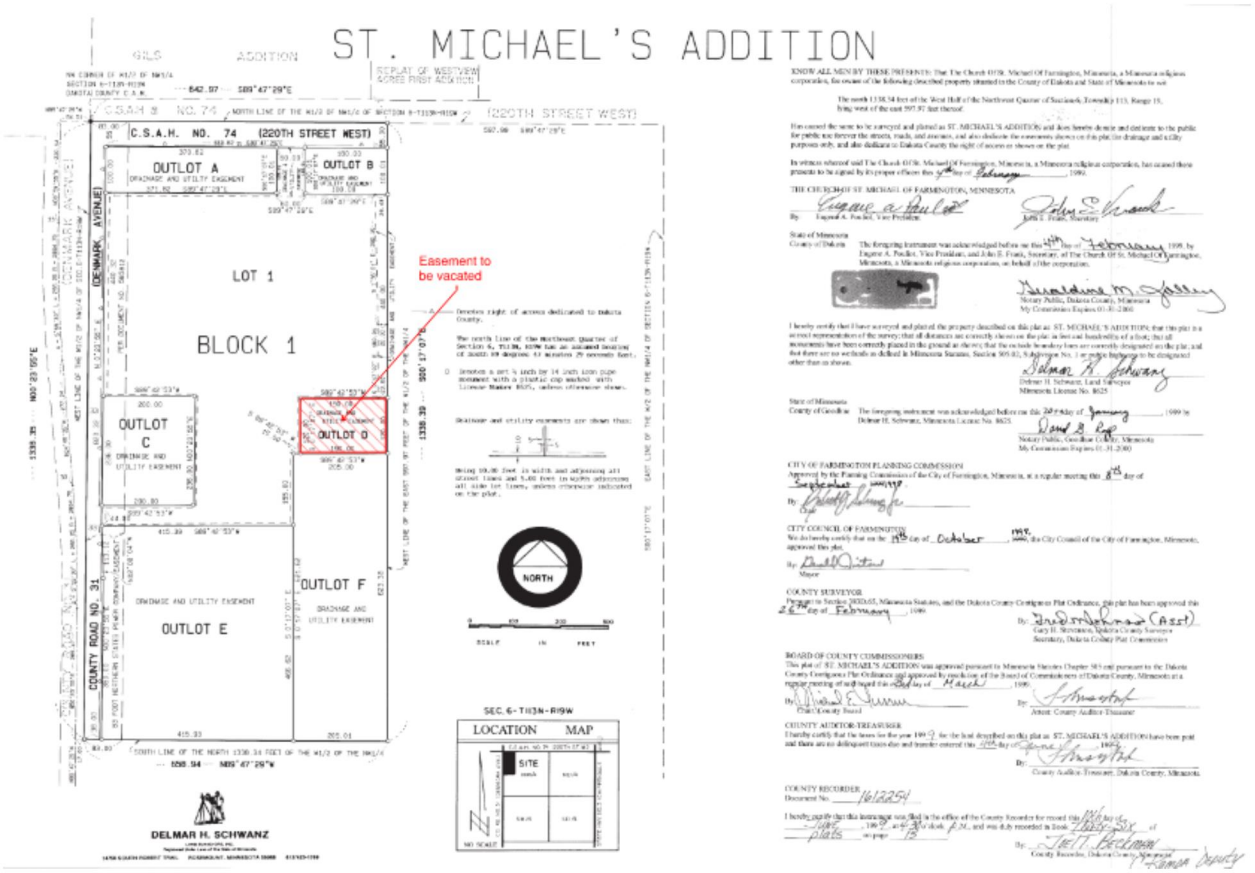


Exhibit "B" – Legal Description

Blanket drainage and utility easement over and across all of Outlot D ST. MICHAEL'S ADDITION according to the recorded plat thereof, Dakota County, Minnesota.

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: St. Michael's 3rd Addition Preliminary and Final Plat
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

The Church of St. Michael has submitted a preliminary and final plat that would convert an existing outlot to a buildable lot and then combine that lot with the larger parent parcel on site. The proposed plat is generally located at the southeast intersection of Denmark Avenue (CSAH 31) and Ash Street (CSAH 74).

Planning Division Review

Applicant: Church of St. Michael - 22120 Denmark Avenue, Farmington, MN 55024

Location of Property: 22120 Denmark Avenue

Current Land Use: Catholic church campus and vacant land.

Area Bounded By: Industrial zoning to the east with Dakota Electric, Medium to High density residential zoning to the north and south and agricultural to the west.

Existing Zoning: R-1 (Low Density Residential)

DISCUSSION:

The Church of St. Michael is proposing to construct a rectory for the housing of catholic priests on their campus located at 22120 Denmark Avenue. The rectory would be located towards the southeast corner of the property south of the existing parking lot. The property where the rectory is proposed to be built was platted as an outlot in 1998 (Outlot D St. Michaels Addition). In order to make that property buildable, a replat of the property is required.

Preliminary and Final Plat

Attached for the Council's review and consideration is the preliminary and final plat for St. Michael's 3rd Addition. The 3rd Addition plat combines the former Outlot D St. Michael's Addition with the large parent parcel to be part of Lot 1, Block 1. When Outlot D was platted in 1998, it was platted with a blanket drainage and utility easement over it. With this replat, that blanket drainage and utility easement will have to be vacated. New easements are shown on the 3rd Addition preliminary and final plats and are acceptable to Staff. Vacation of easements require approval from the City

Council after a public hearing is held. The public hearing has been set for the April 15th City Council meeting.

The plat is adjacent to County right-of-way (CSAH 74 - Ash Street and CR 31 - Denmark Avenue) and is subject to Dakota County's contiguous plat ordinance. The County Plat Commission met on March 27, 2024 and recommended approval of the preliminary and final plats subject to dedicating 20 feet of additional right-of-way for CSAH 74. The plat will have to be revised to show the additional right-of-way being required by Dakota County. Additionally, a notation on the instrument of dedication on the final plat will have to be revised to change wording from the "City of Hastings" to the "City of Farmington." These revisions will be made a condition of approval.

Planning Commission Review
The Planning Commission reviewed the preliminary and final plat at its April 9th regular meeting and voted 5-0 to recommend approval.

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

Adopt Resolution 2024-31 the St. Michael's 3rd Addition Preliminary and Final Plat, contingent upon the following:

1. Additional 20 feet of right-of-way must be provided on the plats for CSAH 74.
2. The instrument of dedication on the final plat must be revised to change the wording from "City of Hastings" to "City of Farmington."

ATTACHMENTS:

2024-31 St. Michael's 3rd Addition Preliminary and Final Plat
ST MICHAELS 3RD ADD-PRELIM PLAT- CITY REVIEW 2-22-24
ST MICHAELS 3RD ADD-FINAL PLAT- CITY REVIEW 2-22-24

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2024-31

A RESOLUTION APPROVING THE ST. MICHAEL'S 3RD ADDITION PRELIMINARY AND FINAL PLAT

WHEREAS, the preliminary and final plat of St. Michael's 3rd Addition are now before the City Council for review and approval; and

WHEREAS, a public hearing of the Planning Commission was held for the preliminary and final plat for St. Michael's 3rd Addition on April 9, 2024 after notice of the same was published in the official newspaper of the City and proper notice sent to surrounding property owners; and

WHEREAS, the Planning Commission reviewed the preliminary and final plat on April 9, 2024 and forwarded a recommendation of approval to the City Council; and

WHEREAS, the City Engineer has rendered an opinion that the proposed plat can be feasibly served by municipal services; and

WHEREAS, the City Council has reviewed the preliminary and final plat for St. Michael's 3rd Addition.

NOW, THEREFORE, BE IT RESOLVED, that the preliminary plat, final plat for St. Michael's 3rd Addition be approved and that the requisite signatures are authorized to be affixed to the final plat subject to the following contingencies:

1. Additional 20 feet of right-of-way must be provided on the plats for CSAH 74.
2. The instrument of dedication on the final plat must be revised to change the wording from "City of Hastings" to "City of Farmington."

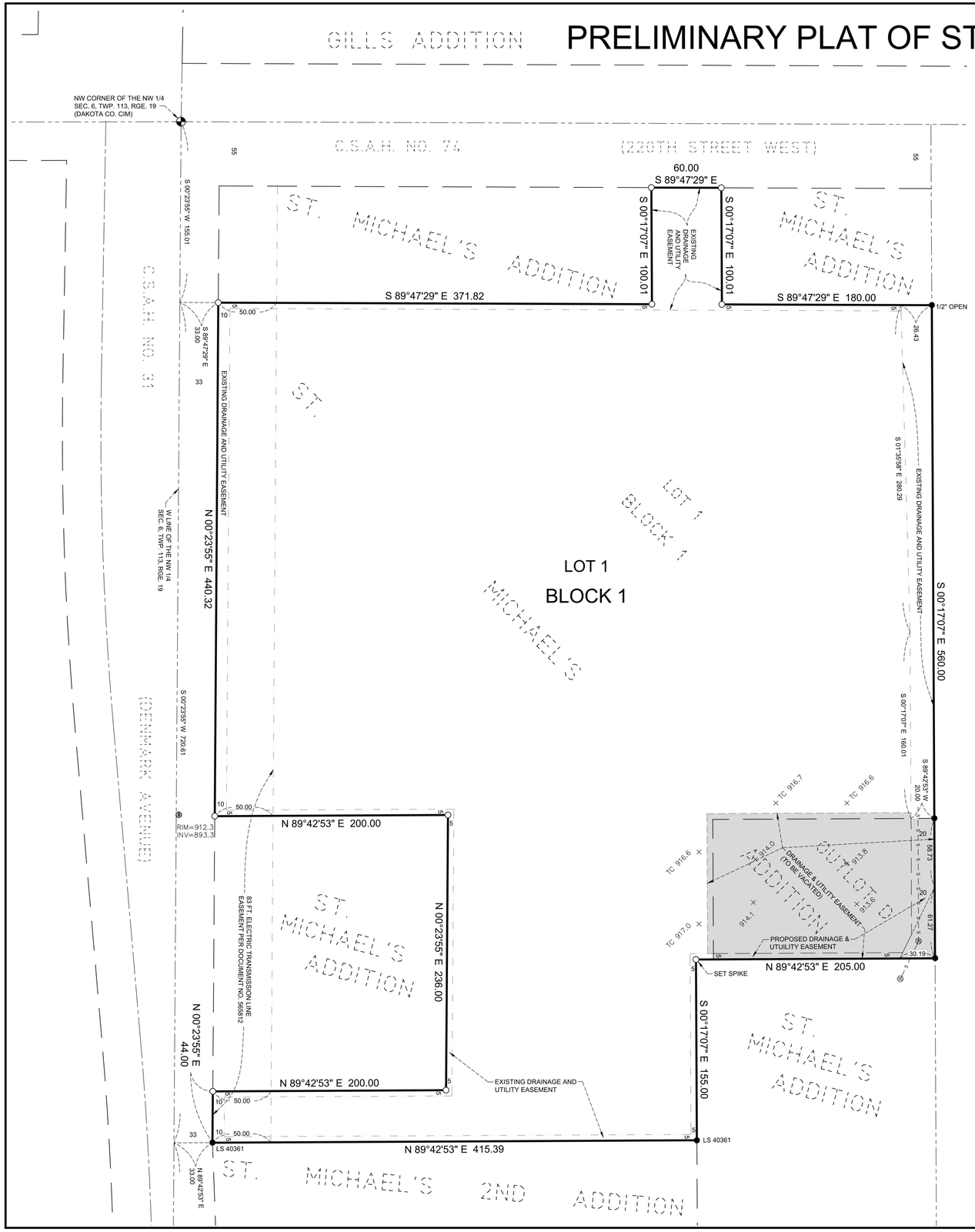
Adopted by the City Council of the City of Farmington, Minnesota, this 15th day of April 2024.

ATTEST:

_____ _____

Joshua Hoyt, Mayor Shirley R Buecksler, City Clerk

PRELIMINARY PLAT OF ST. MICHAEL'S 3RD ADDITION



PROPERTY DESCRIPTION

Lot 1, Block 1 and Outlot D, all in ST. MICHAEL'S ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

DESCRIPTION FOR DRAINAGE AND UTILITY EASEMENTS TO BE VACATED

The drainage and utility easement, over Outlot D, as dedicated in ST. MICHAEL'S ADDITION, according to the recorded plat thereof on file in the Office of the County Recorder, Dakota County, Minnesota.

AND

The drainage and utility easements over Lot 1, Block 1, as dedicated in said in said ST. MICHAEL'S ADDITION, which adjoin the lines between Lot 1, Block 1 and Outlot D, except the easterly 20.00 feet and the southerly 5.00 feet there of.

○ DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 48634.

● DENOTES A FOUND 1/2 INCH IRON PIPE MARKED BY LICENSE NO. 8625, UNLESS OTHERWISE SHOWN.

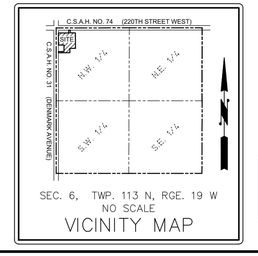
DENOTES EXISTING EASEMENT.

DENOTES SANITARY MANHOLE.

916.0 × DENOTES SPOT ELEVATION.

TC 916.0 × DENOTES TOP OF CURB ELEVATION.

NORTH



SEC. 6, TWP. 113 N, RGE. 19 W
NO SCALE
VICINITY MAP

1 INCH = 50 FEET

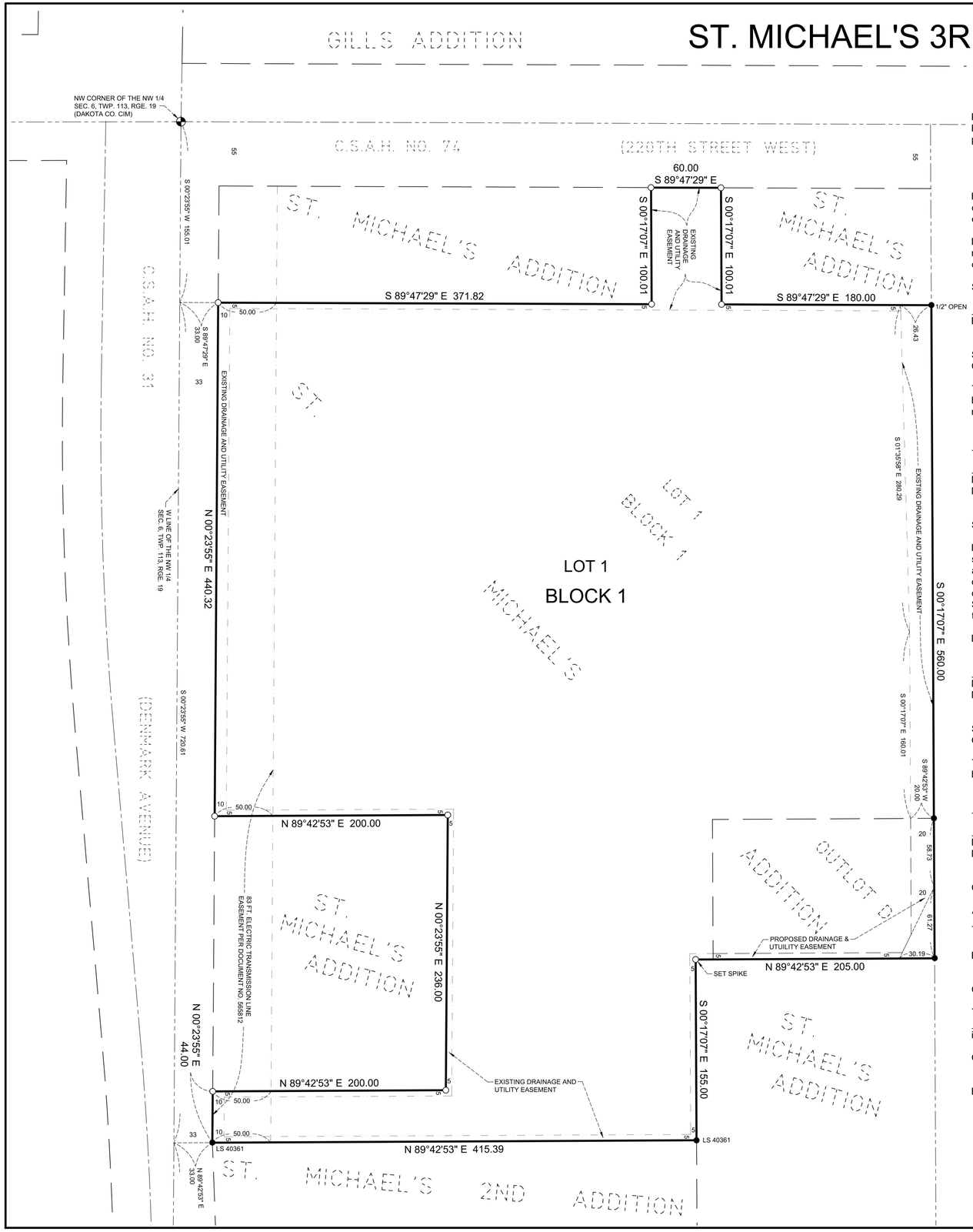
0 50 100 150

SCALE IN FEET

THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF LOT 1, BLOCK 1, ST. MICHAEL'S ADDITION HAS A BEARING OF SOUTH 00 DEGREES 17 MINUTES 07 SECONDS EAST.

JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
755 WESTVIEW DRIVE, HASTINGS, MN 55033
(651) 438-0000

ST. MICHAEL'S 3RD ADDITION



KNOW ALL PERSONS BY THESE PRESENTS: That The Church Of St. Michael Of Farmington, Minnesota, a Minnesota religious Corporation, owner of the following described property:

Lot 1, Block 1 and Outlot D, all in ST. MICHAEL'S ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as ST. MICHAEL'S 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said The Church Of St. Michael Of Farmington, Minnesota, a Minnesota religious Corporation, has caused these presents to be signed by its proper officer this _____ day of _____, 20___.

Signed: The Church Of St. Michael Of Farmington, Minnesota

_____
Eugene A. Pouliot, Vice President

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20___, by Eugene A. Pouliot, The Church Of St. Michael Of Farmington, Minnesota, a Minnesota religious Corporation, on behalf of the corporation.

_____ (Signature)

_____ (Print)
Notary Public, _____, County, _____
My Commission expires _____

SURVEYORS CERTIFICATE

I Mitchell A. Scofield do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20___.

_____
Mitchell A. Scofield, Licensed Land Surveyor
Minnesota License No. 48634

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20___, by Mitchell A. Scofield, Licensed Land Surveyor.

_____ (Signature)

_____ (Print)
Notary Public, _____, County, _____
My Commission expires _____

CITY PLANNING COMMISSION, CITY OF FARMINGTON, MINNESOTA

Approved by the Planning Commission of the City of Farmington, Minnesota, his _____ day of _____, 20 ____.

By: _____
Chair

CITY COUNCIL, CITY OF FARMINGTON, MINNESOTA

This plat was approved by the City Council of Farmington, Minnesota, this _____ day of _____, 20___, and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

City Council, City of Hastings

By: _____
Mayor

COUNTY SURVEYOR, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this ____ day of _____, 20___.

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, COUNTY OF DAKOTA, STATE OF MINNESOTA

We do hereby certify that on the ____ day of _____, 20___, the Board of Commissioners of Dakota County, Minnesota, approved this plat of ST. MICHAEL'S 3RD ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2 and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____ Attest: _____
Chair, County Board — County Treasurer-Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, COUNTY OF DAKOTA, STATE OF MINNESOTA

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year 20___, on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer has been entered on this ____, day of _____, 20___.

By: _____
Amy A. Koethe
Director
Department of Property Taxation and Records

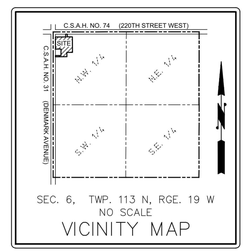
COUNTY RECORDER, COUNTY OF DAKOTA, STATE OF MINNESOTA

I hereby certify that this plat of ST. MICHAEL'S 3RD ADDITION was filed in the Office of the County Recorder for public record on this ___ day of _____ , 20___ , at _____ o'clock ___ .M. and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

By: _____
Amy A. Koethe
County Recorder

NORTH

- ○ DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 48634.
- ● DENOTES A FOUND 1/2 INCH IRON PIPE MARKED BY LICENSE NO. 8625, UNLESS OTHERWISE SHOWN.
- — — — DENOTES EXISTING EASEMENT.



SEC. 6, TWP. 113 N, RGE. 19 W
NO SCALE
VICINITY MAP

1 INCH = 50 FEET
0 50 100 150
SCALE IN FEET

THE BEARINGS SHOWN HEREON ARE BASED ON THE ASSUMPTION THAT THE EAST LINE OF LOT 1, BLOCK 1, ST. MICHAEL'S ADDITION HAS A BEARING OF SOUTH 00 DEGREES 17 MINUTES 07 SECONDS EAST.

JOHNSON & SCOFIELD INC.
SURVEYING AND ENGINEERING
755 WESTVIEW DRIVE, HASTINGS, MN 55033
(651) 438-0000

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: Vermillion Commons 3rd Addition Final Plat
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

U.S. Home, LLC has submitted the 3rd Addition final plat for the Vermillion Commons development. The final plat contains a total of 67 townhome lots over 31.6764 acres. Vermillion Commons is located at the northwest intersection of 220th Street West and Denmark Avenue.

DISCUSSION:

The developer is proposing 67 townhome units in the third phase of the Vermillion Commons development. Vermillion Commons is a private townhome development that will be maintained by a homeowner's association. The approved preliminary plat for Vermillion Commons proposes 276 townhome units over a total of 75.78 acres yielding 6.7 units per acre (this calculation excludes the area of the development that is guided as Park/Open Space within the City's comprehensive plan). The property is zoned R-3 (Medium Density Residential) and guided as medium density residential in the 2040 Comprehensive Plan. This land guidance allows for 6-12 dwelling units per acre. Vermillion Commons is being developed as a Planned Unit Development [PUD]. The PUD agreement for the development was approved with the initial phase in 2022. The PUD allows for the use of private streets and reduces the side yard setback on a corner lot from 25 feet to 15 feet.

In addition to the 67 townhome lots, the 3rd Addition final plat contains 18 outlots (labeled A-R). Outlot A is for stormwater ponding and is 1.7131 acres. Outlot B is 7.3870 acres in size and contains easements for four (4) natural gas pipelines and additional open space. Outlot C is 2.8704 acres in size and consists of stormwater ponding. Outlots A, B and C will need to be deeded to the City as part of this plat. Outlot R is 11.1689 acres in size and consists of future development and the aforementioned gas line easements. The outlots labeled as E and I consist of private roads. The remaining outlots consists of common areas around the townhome lots.

Access to this phase will come from the extension of Denton Avenue to the north along with the extension 218th Street West. Lilac Drive will extend north from 218th Street West on the west side of the development and provide future access to the Adelmann property adjacent to the west. Denton Avenue, 218th Street West, and Lilac Drive will all consist of a 60-foot right-of-way with a 32-foot-wide roadway. The private streets which are to be constructed in Outlots E and I are measured 27 feet in width with curb and gutter.

An eight (8') foot wide bituminous trail will be constructed along the northern boundary of this plat and continue through the central portion of the development. Trail will also be provided on the north

side of 218th Street West. Five (5') foot wide sidewalk will be installed on the west side of Denton Avenue and extend around the cul-de-sac. Additionally, sidewalk will be installed on the southside of 218th Street West and on the east side of Lilac Drive.

The developer is proposing 11 off-street parking spaces within the 3rd Addition. Additionally, the proposed townhomes will provide two-car garages and space for 2 cars parked in the driveway of each unit.

Engineering Review
The Engineering Department has reviewed the Vermillion Commons 3rd Addition final plat and recommends approval upon satisfaction of all engineering comments related to the construction plans for grading and utilities, as well as the applicant entering into a Development Contract with the City and all security, fees and costs paid.

Planning Commission Review
The Planning Commission reviewed the final plat at its April 9th regular meeting and voted 5-0 to recommend approval.

BUDGET IMPACT:
Not applicable

ACTION REQUESTED:
Adopt Resolution 2024-32 Approving and Authorizing Signing of Final Plat Vermillion Commons 3rd Addition, contingent upon the following:

1. The satisfaction of all engineering comments related to the construction plans for grading and utilities.
2. A Development Contract between the applicant and City of Farmington shall be executed and security fees and costs shall be paid. Submission of all other documents required under the Development Contract shall be required.

ATTACHMENTS:
2024-32 Final Plat Vermillion Commons 3rd Addition
121254- VERMILLION COMMONS 3RD ADDITION
03-ENG-121254-Vermillion Commons Utility Plan-Rev02 (3-22-24) (New Plot 3-26-24)

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2024-32

A RESOLTUION APPROVING AND AUTHORIZING SIGNING OF FINAL PLAT VERMILLION COMMONS 3RD ADDITION

WHEREAS, the final plat for Vermillion Commons 3rd Addition is now before the City Council for review and approval; and

WHEREAS, a public hearing of the Planning Commission was held for the preliminary plat on July 13, 2021 after notice of the same was published in the official newspaper of the City and proper notice sent to surrounding owners; and

WHEREAS, the Planning Commission reviewed the final plat on April 9, 2024 and recommended approval of the final plat; and

WHEREAS, the City Council reviewed the final plat; and

WHEREAS, the City Engineer has rendered an opinion that the proposed plat can be feasibly served by municipal services.

NOW, THEREFORE, BE IT RESOLVED, the final plat for Vermillion Commons 3rd Addition be approved and that the requisite signatures are authorized to be affixed to the final plat subject to the following contingencies:

1. The satisfaction of all engineering comments related to the construction plans for grading and utilities.
2. A Development Contract between the applicant and City of Farmington shall be executed and security fees and costs shall be paid. Submission of all other documents required under the Development Contract shall be required.

Adopted by the City Council of the City of Farmington, Minnesota, this 15th day of April 2024.

ATTEST:

_____ _____

Joshua Hoyt, Mayor Shirley R Buecksler, City Clerk

VERMILLION COMMONS 3RD ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That U.S. Home, LLC, a Delaware limited liability company, owner of the following described property:

Outlot A, VERMILLION COMMONS 2ND ADDITION, according to the recorded plat thereof, Dakota County, Minnesota.

Has caused the same to be surveyed and platted as VERMILLION COMMONS 3RD ADDITION and does hereby dedicate to the public for public use the public ways and the trail, drainage and utility easements as created by this plat.

In witness whereof said U.S. Home, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this day of_____ , 20_____ .

U.S. Home, LLC, a Delaware limited liability company

_____

_____ as _____

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me this _____ day of _____ , 20_____ , by _____ , _____ of U.S. Home, LLC, a Delaware limited liability company, on behalf of the limited liability company.

_____
signature

_____
printed
Notary Public, _____, County, Minnesota

My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Peter J. Hawkinson do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____ 20_____ .

_____
Peter J. Hawkinson, Licensed Land Surveyor
Minnesota License No. 42299

STATE OF MINNESOTA
COUNTY OF _____

This instrument was acknowledged before me on _____ day of _____ 20_____ , by Peter J. Hawkinson.

_____
signature

_____
printed
Notary Public, _____, County, Minnesota

My Commission Expires _____

PLANNING COMMISSION, City of Farmington, State of Minnesota

Approved by the Planning Commission of the City of Farmington, Minnesota, this _____ day of _____ , 20_____ .

By: _____
Chair

CITY COUNCIL, City of Farmington, State of Minnesota

This plat was approved by the City Council of Farmington, Minnesota, this _____ day of _____ , 20_____ , and hereby certifies compliance with all requirements as set forth in Minnesota Statutes, Section 505.03, Subd. 2.

By: _____
Mayor

COUNTY SURVEYOR, County of Dakota, State of Minnesota

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____ , 20_____ .

By: _____
Todd B. Tollefson
Dakota County Surveyor

COUNTY BOARD, County of Dakota, State of Minnesota

We do hereby certify that on this _____ day of _____ , 20_____ , the Board of Commissioners of Dakota County, Minnesota, approved this plat of VERMILLION COMMONS 3RD ADDITION, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2, and pursuant to the Dakota County Contiguous Plat Ordinance.

By: _____
Chair, Dakota County Board

Attest: _____
Dakota County Treasurer–Auditor

DEPARTMENT OF PROPERTY TAXATION AND RECORDS, County of Dakota, State of Minnesota

Pursuant to Minnesota Statutes, Section 505.021, Subd. 9., taxes payable in the year 20_____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____ , 20_____ .

By: _____
Amy A. Koethe
Director, Department of Property
Taxation and Records

COUNTY RECORDER, County of Dakota, State of Minnesota

I hereby certify that this plat of VERMILLION COMMONS 3RD ADDITION was filed in the office of the County Recorder for public record on this _____ day of _____ , 20_____ , at ____ o'clock ____ .M. and was duly filed in Book _____ of Plats, Page _____ as Document No. _____ .

By: _____
Amy A. Koethe
County Recorder

PIONEERengineering, P.A.
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

VERMILLION COMMONS 3RD ADDITION

C.S.A.H. NO. 31 (DENMARK AVENUE)

SE CORNER OF THE SE 1/4 SEC. 36, TWP. 114 RGE. 20 (ALUMINUM MONUMENT)

S01°01'37"W 523.12

UTILITY EASEMENT PER DOC. NO.2661568
TRAIL, DRAINAGE AND UTILITY EASEMENT PER DOC. NO. 3595554.

340.00 S88°58'23"E

N01°01'37"E 36.86

199.01 S88°58'23"E

67.51 S11°12'28"W

663.51 N80°47'57"E

OUTLOT C

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT C

UTILITY EASEMENT PER DOC. NO.2661568

OUTLOT A

OUTLOT B

OUTLOT G

OUTLOT H

OUTLOT I

OUTLOT J

OUTLOT K

OUTLOT L

OUTLOT M

OUTLOT E

OUTLOT F

INSET A
SEE SHEET 3 OF 4 SHEETS

VERMILLION COMMONS

DENTON AVENUE

218TH STREET

2ND ADDITION

DENTON AVENUE

220TH STREET WEST

251.42 N88°58'23"W

Δ=03°37'56"
R=484.50
30.71
79.63 N85°20'27"W
9.57 N70°45'01"W
CB=S10°42'52"W
Δ=00°00'53"
R=170.00
0.04
16.83 S10°43'19"W
S79°16'41"E 60.00
16.83 S10°43'19"W
8.25
R=230.00
Δ=02°03'22"
CB=S09°41'38"W
S88°58'23"E 189.37
31.00 N01°01'37"E
22.74 S88°58'23"E
42.14 N11°12'28"E
19.65 S88°58'23"E
N01°01'37"E 394.71
CB=S85°17'34"W
Δ=11°28'05"
R=460.00
92.07
70.00 S01°01'37"W
N88°58'23"W 57.86
353.17 S01°01'37"W
151.70 S05°50'32"W
S08°43'22"W 122.09
S79°42'36"E 86.49
Δ=09°34'53"
R=300.00
50.17
CB=S25°16'40"W
139.57
R=265.00
Δ=30°10'35"
28.55 S00°06'29"E
SEE DETAIL
S89°53'31"W 179.48
N00°48'47"E 115.01
500.06 S89°53'31"W
SE 1/4 SE. 36. T. 114. R. 20
294.44 S89°53'31"W
264.03
665.23
N00°48'47"E 1638.55
821.28 N89°53'31"E

DETAIL
N05°12'58"E 81.17
PIPELINE EASEMENT PER DOC. NO. 1732665
108.50
663.03 N05°12'58"E
37.5

319.71
252.20 N88°59'20"W
15.77
S11°20'59"W 161.45
15.92 N78°39'01"W
105.26
N11°12'28"E 2463.46
PIPELINE EASEMENT PER DOC. NO.1819950
PIPELINE EASEMENT PER DOC. NO.1732665
PIPELINE EASEMENT PER DOC. NO.1819950
600.02 N11°25'42"E
280.15 N11°44'02"E
Δ=37°14'48"
105.64
Δ=37°14'48"
R=200.00
130.02
Δ=37°14'48"
154.39
199.74 N11°44'01"E
S11°44'02"W 123.77
111.49 N89°47'22"E
43.55 N00°48'47"E
N51°40'52"E 57.32
R=84.85
Δ=29°45'02"
10.72
78.00 S89°11'13"E
S89°11'13"E 13.37
2.58 S25°30'46"E
86.86
384.39
N25°30'46"W
Δ=36°09'44"
R=250.00
157.29
Δ=30°43'44"
R=200.00
107.26
Δ=30°08'49"
R=250.00
131.54
Δ=30°08'49"
R=187.50
98.66
663.03
PIPELINE EASEMENT PER DOC. NO.1819950
364.75
575.69
PIPELINE EASEMENT PER DOC. NO.1732665
339.92
N05°24'47"E
POINT A
POINT B
PIPELINE EASEMENT PER DOC. NO.1732665
PIPELINE EASEMENT PER DOC. NO.1819950
300.46
500.44
N24°44'02"W 138.20
N24°44'02"W
S65°15'58"W 37.50
N24°44'02"W
Δ=21°45'5"
R=425.00
161.36
198.96
118.31
Δ=17°22'5"
35.23
N39°47'02"W
75.00
S00°48'47"W
44.55
450.76
108.50
N05°12'58"E
37.5
108
OUTLOT N
OUTLOT O
OUTLOT P
OUTLOT Q
LILAC DRIVE
INSET B
SEE SHEET 4 OF 4 SHEETS
35.00 35.00
164.32
N00°48'47"E 1638.55
VERMILLION VALLEY DEVELOPMENT

VICINITY MAP
NO SCALE

NW 1/4 NE 1/4 SW 1/4 SE 1/4 SITE
C.S.A.H. NO. 31 (DENMARK AVENUE)
220TH STREET WEST

SECTION 36, TWP. 114, RGE. 20
DAKOTA COUNTY, MINNESOTA

100 50 0 100
Scale in Feet
1 Inch = 100 Feet

1321.34 S89°53'31"W
S 1/4 CORNER OF SEC. 36, TWP. 114 RGE. 20 (ALUMINUM MONUMENT)

NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE EAST LINE OUTLOT A, VERMILLION COMMONS, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 01°01'37" WEST.

◉ DENOTES FOUND DAKOTA COUNTY MONUMENT

● DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

—△— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER DOC. NO. 3547660.

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

VERMILLION COMMONS 3RD ADDITION

INSET A

S88°58'23"E 199.01

N01°01'37"E 36.86

S88°58'23"E 340.00

S11°12'28"W 67.51

663.51 N80°47'57"E

252.20

N11°12'28"E

523.12

S01°01'37"W

OUTLOT C

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT C

N78°44'27"W 84.17

12.51

N83°45'03"W 31.00

19.05

192.25

OUTLOT G

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT G 157.42

S06°14'57"W 144.91

N11°15'33"E

S11°15'33"W

S88°41'23"E 222.09

S88°41'23"E 212.00

83.98

64.94

S06°14'57"W

110.18

S01°18'37"W

OUTLOT H

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT H

S88°41'23"E 212.00

S88°41'23"E 162.75

Δ=84°36'20" R=35.00 51.48

Δ=56°45'29" 54.48

Δ=90°00'00" R=25.00 39.27

31.9

Δ=35°14'11"

S88°41'23"E 174.97

OUTLOT J 74.97

OUTLOT K 100.00

27.03 Δ=8°15'06" R=187.00

4153.50 R=840.00 Δ=28°20'30"

49.59 R=1153.50 Δ=2°27'38"

N34°24'27"E 34.91

N34°24'27"E 34.91

11.26 Δ=2°33'09"

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT J 75.87

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT K 100.00

N88°41'23"W 175.87

Δ=18°09'41" 17.43

S01°18'37"W 70.66

S01°18'37"W 118.66

S01°18'37"W

N88°59'20"W 169.72 185.49

15.77

39.45

161.45

S78°59'01"E 22.00

N11°20'59"E 10.88

Δ=100°39'02" R=25.00 43.93

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT F

OUTLOT F

S88°58'23"E 81.16

Δ=08°49'34" 10.78

Δ=309°14'46" R=70.00 377.82

96.35 Δ=78°51'53"

DENTON AVENUE

Δ=08°32'22" R=309.17 46.08

31.27 Δ=29°30'48"

40.62 R=278.17 Δ=08°21'56"

S11°20'59"W 122.00

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT E

OUTLOT E

S88°58'23"E 96.64

37.55 R=27.00 Δ=79°40'38"

N78°59'01"W 22.00

24.72

S11°20'59"W

15.92

6.08

S88°58'23"E 148.00

OUTLOT I

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT I

N88°41'23"W 169.87

35.54 R=536.74 Δ=03°47'37"

Δ=03°48'22" R=567.74 37.71

121.55

S14°58'16"E 70.00

S36°05'56"W 70.00

100.07

S10°43'19"W

Δ=65°51'47" 79.73

Δ=52°34'42" 63.81

OUTLOT M

N88°41'23"W 95.85

OUTLOT L

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT L

N88°41'23"W 116.00

74.02

Δ=27°50'19" 68.86

86.39 R=50.00 Δ=99°00'00"

156.08

S01°18'37"W

105.26

N11°12'28"E

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT D

S88°58'23"E 148.00

OUTLOT D

N88°58'23"W 189.37

S01°01'37"W 31.00

N88°58'23"W 22.74

16.83 S10°43'19"W

36.83

30.00 30.00

N79°16'41"W 60.00

8.25 R=230.00 Δ=02°03'22"

0.04 R=170.00 Δ=00°00'53"

9.57 N70°45'01"W

N10°43'19"E 16.83

58.83

DRAINAGE AND UTILITY EASEMENT OVER ALL OF OUTLOT M

N85°20'27"W 79.63

30.71 R=484.50 Δ=03°37'56"

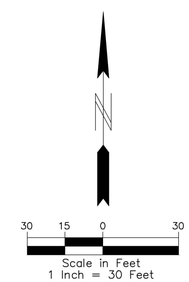
N88°58'23"W 71.36

N88°58'23"W 125.69

N88°58'23"W 251.42

54.37

S01°01'37"W



NO MONUMENT SYMBOL SHOWN AT ANY STATUTE REQUIRED LOCATION, INDICATES A PLAT MONUMENT THAT WILL BE SET AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR OF THE FILING OF THE PLAT. SAID MONUMENTS SHALL BE 1/2 INCH X 14 INCH IRON MONUMENTS MARKED BY LICENSE NUMBER 42299.

THE ORIENTATION OF THIS BEARING SYSTEM IS BASED ON THE EAST LINE OF OUTLOT A, VERMILLION COMMONS, WHICH IS ASSUMED TO HAVE A BEARING OF SOUTH 01°01'37" WEST.

◉ DENOTES FOUND DAKOTA COUNTY MONUMENT

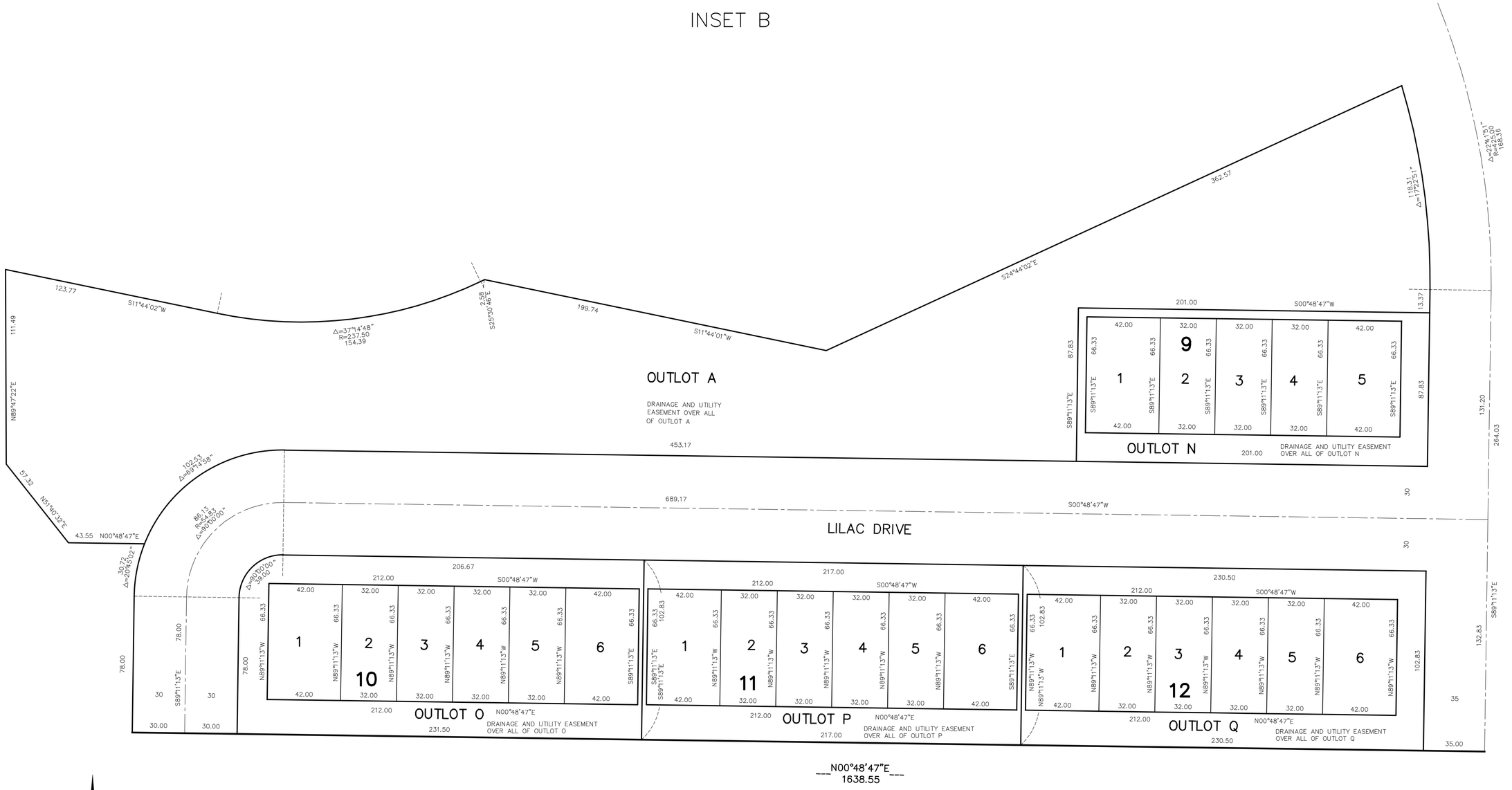
● DENOTES FOUND 1/2 INCH IRON MONUMENT MARKED BY LICENSE NUMBER 42299 UNLESS OTHERWISE NOTED.

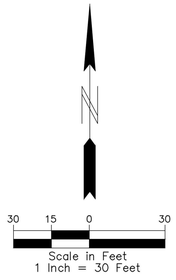
—△— DENOTES RESTRICTED ACCESS TO DAKOTA COUNTY PER DOC NO 3547660.

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

VERMILLION COMMONS 3RD ADDITION

INSET B





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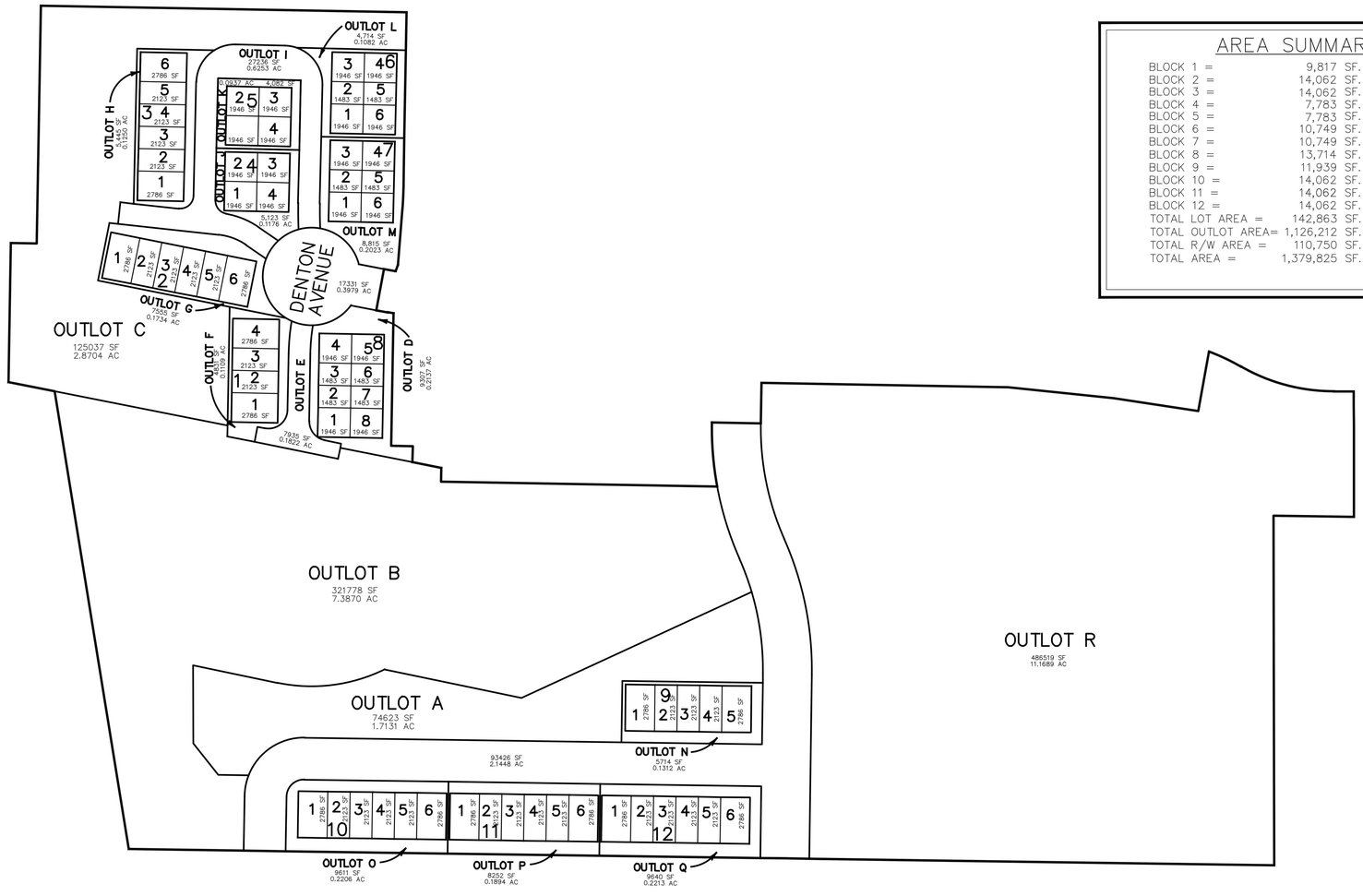
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◉ DENOTES FOUND DAKOTA COUNTY MONUMENT

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PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS

VERMILLION COMMONS 3RD ADDITION



100 50 0 100

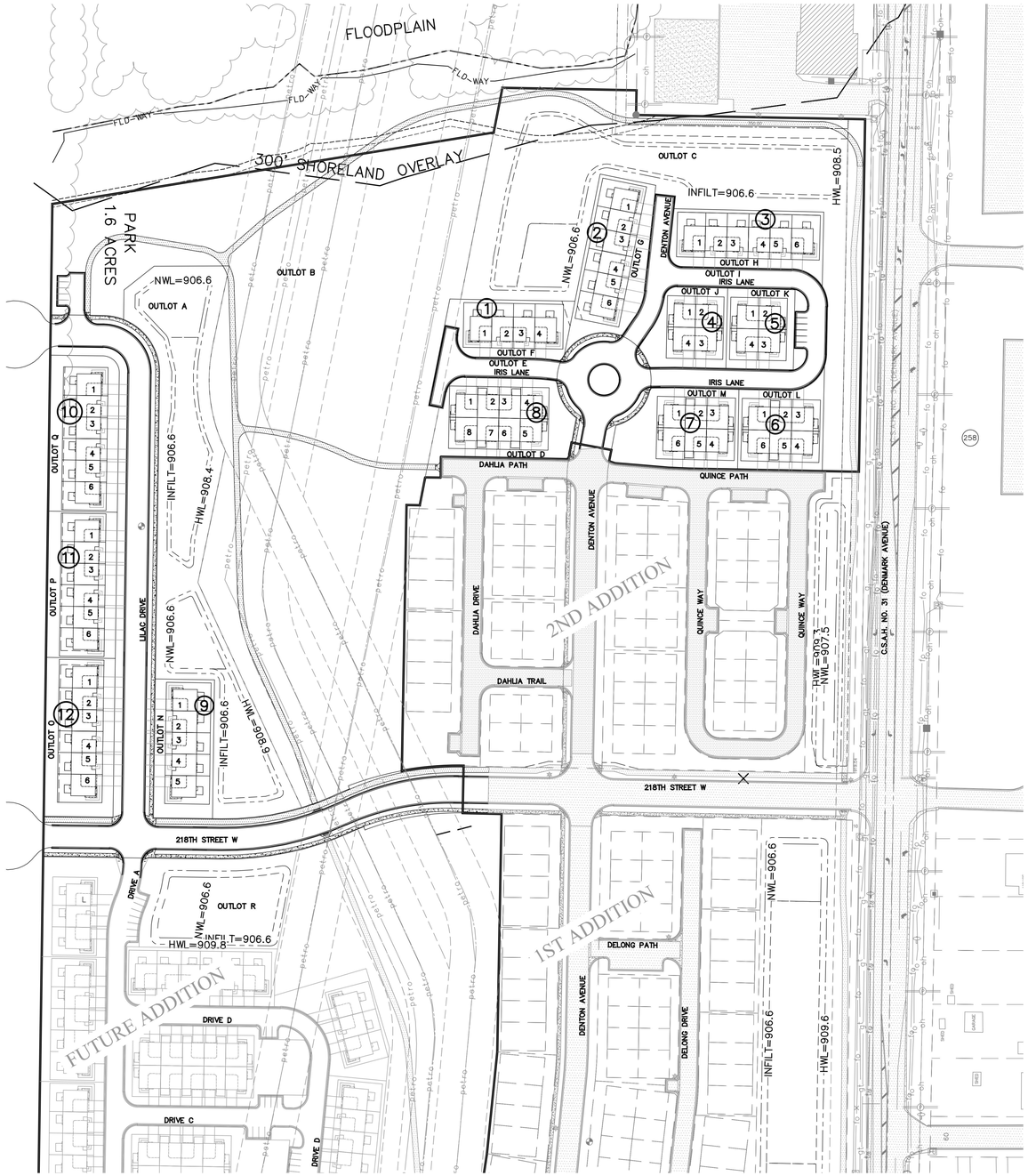
Scale in Feet
1 Inch = 100 Feet

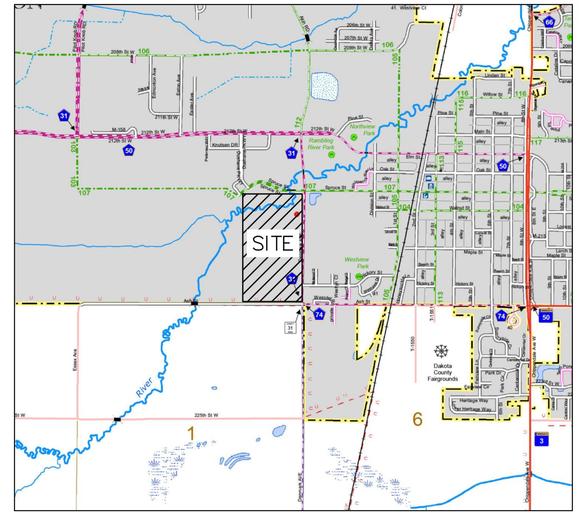
AREA SUMMARY

BLOCK 1 =	9,817	SF.	0.2254 AC.
BLOCK 2 =	14,062	SF.	0.3228 AC.
BLOCK 3 =	14,062	SF.	0.3228 AC.
BLOCK 4 =	7,783	SF.	0.1787 AC.
BLOCK 5 =	7,783	SF.	0.1787 AC.
BLOCK 6 =	10,749	SF.	0.2468 AC.
BLOCK 7 =	10,749	SF.	0.2468 AC.
BLOCK 8 =	13,714	SF.	0.3148 AC.
BLOCK 9 =	11,939	SF.	0.2741 AC.
BLOCK 10 =	14,062	SF.	0.3228 AC.
BLOCK 11 =	14,062	SF.	0.3228 AC.
BLOCK 12 =	14,062	SF.	0.3228 AC.
TOTAL LOT AREA =	142,863	SF.	3.2797 AC.
TOTAL OUTLOT AREA=	1,126,212	SF.	25.8542 AC.
TOTAL R/W AREA =	110,750	SF.	2.5425 AC.
TOTAL AREA =	1,379,825	SF.	31.6764 AC.

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VERMILLION COMMONS 3RD ADDITION
UTILITY & STREET CONSTRUCTION PLAN
FARMINGTON, MINNESOTA





LOCATION MAP

PREPARED BY PIONEER ENGINEERING, P.A.
2422 ENTERPRISE DRIVE
MENDOTA HEIGHTS, MN 55120

JOHN M. MOLINARO
REGISTERED PROFESSIONAL CIVIL ENGINEER
45831
REG. NO.

PETER J. HAWKINSON
REGISTERED PROFESSIONAL LAND SURVEYOR
42299
REG. NO.

DEVELOPER
JOE JABLONSKI
LENNAR CORPORATION
16305 36TH AVENUE NORTH, SUITE 600
PLYMOUTH, MN 55446

Prior to any excavation the contractor shall verify the location of all underground utilities.
Call 48 Hours before digging:
GOPHER STATE ONE CALL
Twin City Area (651) 454-0002
Mn. Toll Free 1-800-252-1166

WARNING!
UNDERGROUND UTILITIES
CALL BEFORE DIGGING

SHEET INDEX

1.00. COVER
1.01. LEGEND
2.01-2.04. SANITARY SEWER & WATERMAIN CONSTRUCTION
2.10. DEWATERING PLAN
3.01-3.05. STORM SEWER CONSTRUCTION
3.11. STORM SEWER SCHEDULE
3.21. DRAINTILE PLAN
4.01-4.04. STREET CONSTRUCTION PLAN
4.11. INTERSECTION DETAILS
4.21. PARKING BAY/TEMP TURNAROUND DETAILS
4.31. LIGHT WEIGHT FILL PLAN (NNG LINES)
5.01-5.03 TRAIL CONSTRUCTION PLAN
6.01. SIGNAGE & STREET LIGHTING PLAN
7.01. SEEDING & BASIN RESTORATION
8.01-8.09 DETAILS
9.01. MNDOT PEDESTRIAN RAMP DETAILS

L1-L2. LANDSCAPE PLAN

0 50 100 200
GRAPHIC SCALE IN FEET

Know what's below. Call before you dig.

BENCH MARK
TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
ELEV.=915.52

03-ENG-121254-SHEET-COVR

PIONEER engineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

COVER

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

1.00 OF 36

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LEGEND

UTILITY LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SANITARY MANHOLE
			SANITARY SEWER (SANITARY & WATERMAIN PLANS)
			SANITARY SEWER (STORM SEWER PLANS)
FM	FM	FM	FORCE MAIN
			HYDRANT
			GATE VALVE
			REDUCER
			CURB STOP
			WATERMAIN (SANITARY & WATERMAIN PLANS)
			WATERMAIN (STORM SEWER PLANS)
			CATCH BASIN
			BEEHIVE
			STORM MANHOLE
			FLARED END SECTION
			CONTROL STRUCTURE
			STORM SEWER (SANITARY & WATERMAIN PLANS)
			STORM SEWER (STORM SEWER PLANS)
			CULVERT
PERF	PERF	PERF	PERFORATED DRAINTILE
DT	DT	DT	SOLID DRAINTILE SERVICE
			CASING
e	e	e	UNDERGROUND ELECTRIC LINE
fo	fo	fo	UNDERGROUND FIBER OPTIC LINE
g	g	g	UNDERGROUND GAS PIPELINE
petro	petro	petro	UNDERGROUND PETROLEUM PIPELINE
t	t	t	UNDERGROUND TELEPHONE LINES
tv	tv	tv	UNDERGROUND TELEVISION LINE
oh	oh	oh	OVERHEAD UTILITY LINES

SITE LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			SURMOUNTABLE CURB & GUTTER
			B-STYLE CURB & GUTTER
			RIBBON CURB & GUTTER
			EDGE OF BITUMINOUS
			YELLOW PAVEMENT STRIPING (SINGLE/DOUBLE)
			WHITE PAVEMENT STRIPING (SINGLE/DOUBLE)
			PHASE LINE
			CENTERLINE
902	902	902	2' CONTOUR LINE
900	900	900	10' CONTOUR LINE
	OUTLET=987.0	OUTLET=987.0	BASIN OUTLET LINE
	HWL=900.2	HWL=900.2	BASIN HIGH WATER LINE
	84.3		PROPOSED SPOT ELEVATION
			EMERGENCY OVERFLOW
			DRAINAGE FLOW ARROW
			DELINEATED / PROPOSED WETLAND LINE
BUFFER	BUFFER	BUFFER	WETLAND BUFFER
			TREE LINE
FEMA	FEMA	FEMA	FEMA FLOODPLAIN BOUNDARY
X	X	X	RETAINING WALL
#	#	#	FENCE (BARBED WIRE)
[]	[]	[]	FENCE (CHAIN LINK)
			FENCE (WOOD)
	CA		CONSERVATION AREA SIGN
	WBB		WETLAND BUFFER SIGN
			TYPE III BARRICADE
			LIGHT POLE
			STREET SIGNS
			PEDESTRIAN RAMP

SURVEY LINES

EXISTING	PROPOSED	FUTURE	DESCRIPTION
			BOUNDARY
			RIGHT OF WAY
			LOT LINE
			EASEMENT
			SET BACK LINE
			SECTION LINE
			RESTRICTED ACCESS

HATCH PATTERNS

- GRAVEL SURFACE
- BITUMINOUS SURFACE
- CONCRETE SURFACE
- RIP RAP
- SELECT BACKFILL MATERIAL
- EROSION CONTROL BLANKET MNDOT CATEGORY PER PLAN
- WETLAND
- WETLAND UPLAND BUFFER
- WETLAND MITIGATION
- PERMANENT TURF RESTORATION
- PERMANENT WET BASIN SEEDING
- UPLAND/NATURAL AREA SEEDING
- DO NOT DISTURB WETLAND UNTIL PERMIT IS RECEIVED

TOPOGRAPHIC SYMBOLS

- CATCH BASIN
- CATCH BASIN BEEHIVE
- FLARED END SECTION
- GATE VALVE
- HYDRANT
- WATER SERVICE
- WATER WELL
- MONITORING WELL
- CLEANOUT
- HAND HOLE
- MANHOLE OTHER THAN SANITARY OR STORM
- SANITARY OR STORM MANHOLE
- LAWN SPRINKLER VALVE
- LAWN SPRINKLER HEAD
- UTILITY POLE
- TRANSFORMER BOX
- FIBER OPTIC BOX
- ELECTRIC BOX
- NATURAL GAS METER
- LIGHT POLE
- SEMAPHORE
- TELEPHONE BOX
- CABLE BOX
- CAST IRON MONUMENT
- FOUND IRON PIPE
- JUDICIAL LAND MARK
- PK NAIL
- CONTROL POINT
- SPIKE
- FLAG POLE
- TEST HOLE
- MAILBOX
- SIGN
- BOLLARD
- CONSERVATION POST
- DECIDUOUS TREE
- CONIFEROUS TREE
- SHRUB / BUSH

EROSION & SEDIMENT CONTROL

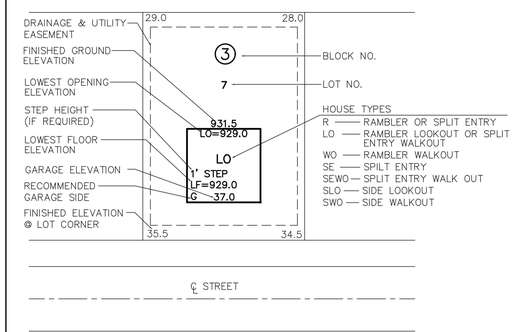
- STANDARD EROSION CONTROL
- HEAVY-DUTY EROSION CONTROL
- SECONDARY EROSION CONTROL FENCE
- EROSION CONTROL AT BACK OF CURB
- TREE FENCE
- TEMPORARY DIVERSION DITCH
- CATCH BASIN INLET PROTECTION
- STRAW BIO ROLLS
- ROCK BERM
- SUMPED RIP RAP PERMANENT ENERGY DISSIPATER
- DISCHARGE LOCATION
- GRAVEL CONSTRUCTION ENTRANCE
- TEMPORARY OUTLET FLOATING SKIMMER
- BASIN ACCESS 8% SLOPE MAX.
- STABILIZED EMERGENCY OVERFLOW
- STEEP SLOPE 3:1 (H:V) (33.3%) OR STEEPER GRADE

ABBREVIATIONS

A	ALGEBRAIC DIFFERENCE
B-B	BACK TO BACK
BV	BUTTERFLY VALVE
BOC	BACK OF CURB
BFE	BASE FLOOD ELEVATION
BMP	BEST MANAGEMENT PRACTICE
℄	CENTER LINE
CB	CATCHBASIN
CBMH	CATCHBASIN MANHOLE
CMP	CORRUGATED METAL PIPE
CO	CLEAN OUT
CS	CURB STOP
DIP	DUCTILE IRON PIPE
DT	DRAINTILE
EL/ELEV	ELEVATION
EX	EXISTING
FES	FLARED END SECTION
F-F	FACE TO FACE
FM	FORCEMAIN
GB	GRADE BREAK
GND	GROUND
GV	GATE VALVE
HP	HIGH POINT
HYD	HYDRANT
HWL	HIGH WATER LEVEL
INV	INVERT
K	CURVE COEFFICIENT
L	LENGTH
LF	LOWEST FLOOR
LO	LOOKOUT
LO	LOWEST OPENING
LP	LIQUID PETROLEUM
LP	LOW POINT
MH	MANHOLE
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
PI	POINT OF INTERSECTION
P.L.	PROPERTY LINE
PRC	POINT OF REVERSE CURVATURE
PVT	POINT OF TANGENCY
PVC	POINT OF VERTICAL CURVATURE
PVC	POLYVINYL CHLORIDE PIPE
PVI	POINT OF VERTICAL INTERSECTION
R	RADIUS
R	RAMBLER
RCP	REINFORCED CONCRETE PIPE
ROW	RIGHT OF WAY
SSWR	SANITARY SEWER
STA	STATION
STRM	STORM SEWER
SWPPP	STORM WATER POLLUTION PROTECTION PLAN
TNH	TOP NUT HYDRANT
TYP	TYPICAL
WM	WATER MAIN
WO	WALKOUT

LOT INFORMATION

(TYPICAL SECTION NOT TO SCALE)



BENCH MARK

TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
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TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
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03-ENG-121254-SHEET-LGND

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Name John M. Molinaro
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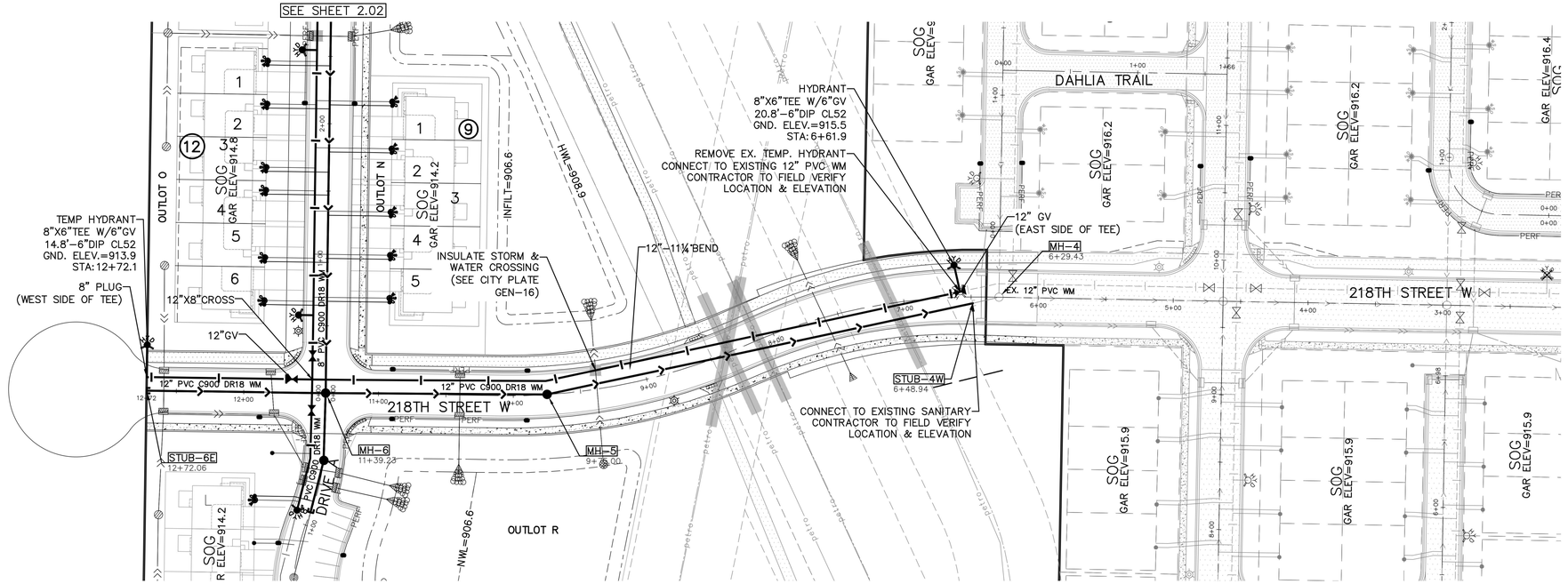
LEGEND

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

1.01 OF 36

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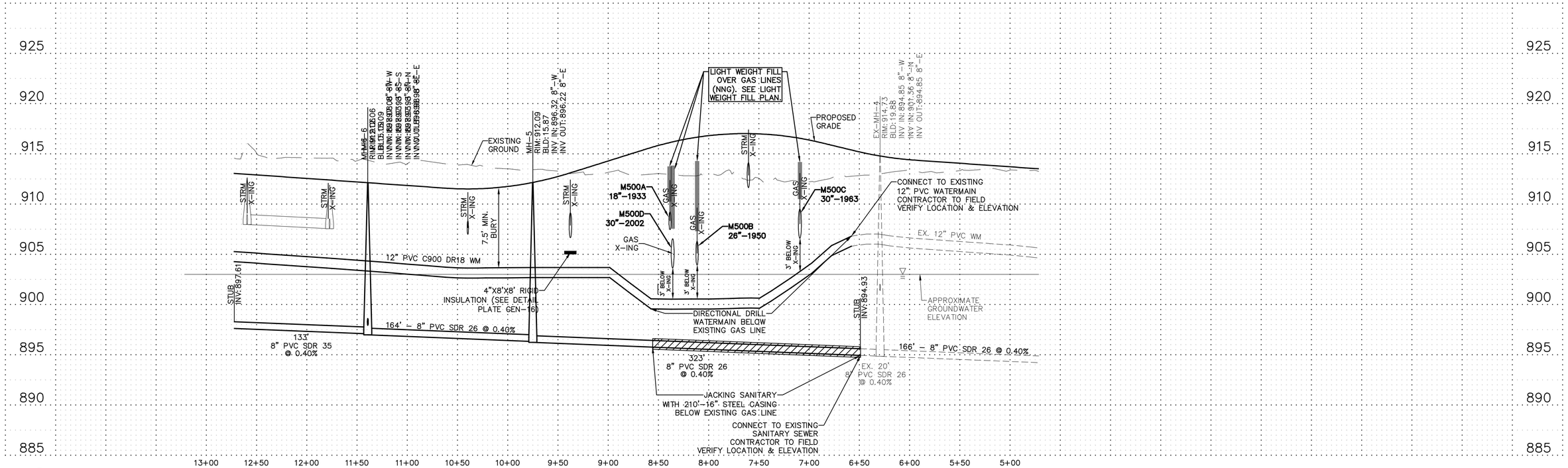
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1. SANITARY SEWER MANHOLES SHALL HAVE WATERTIGHT FRAMES AND CASTINGS PER CITY STANDARD PLATE.
2. SANITARY SEWER SERVICES SHALL BE 4" PVC SCH. 40.
3. SANITARY SEWER SERVICE WYES ARE STATIONED FROM DOWN STREAM MANHOLES.
4. WATER SERVICES SHALL BE 1" PE WITH 7.5' MINIMUM COVER.
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6. SANITARY SEWER SERVICES & WATER SERVICES SHALL BE CONSTRUCTED TO THE PROPERTY LINE WITH NO TAILS AFTER CLEANOUTS & CURB STOPS. SEE MODIFIED DETAIL PLATES IN DETAILS PLAN SHEETS.
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8. COR-BLUE BOLTS REQUIRED ON ALL FITTINGS.
9. ALL FITTINGS MUST BE MADE IN USA OR CANADA.
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11. ALL EXTERIOR JOINTS ON SANITARY MH'S MUST BE GATOR WRAPPED.
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0 25 50 100
GRAPHIC SCALE IN FEET

BENCH MARK
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TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD) ELEV.=915.52

218TH STREET WEST



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Date 12-22-2023
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Drawn JMM/MSN

SANITARY SEWER & WATERMAIN CONSTRUCTION

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

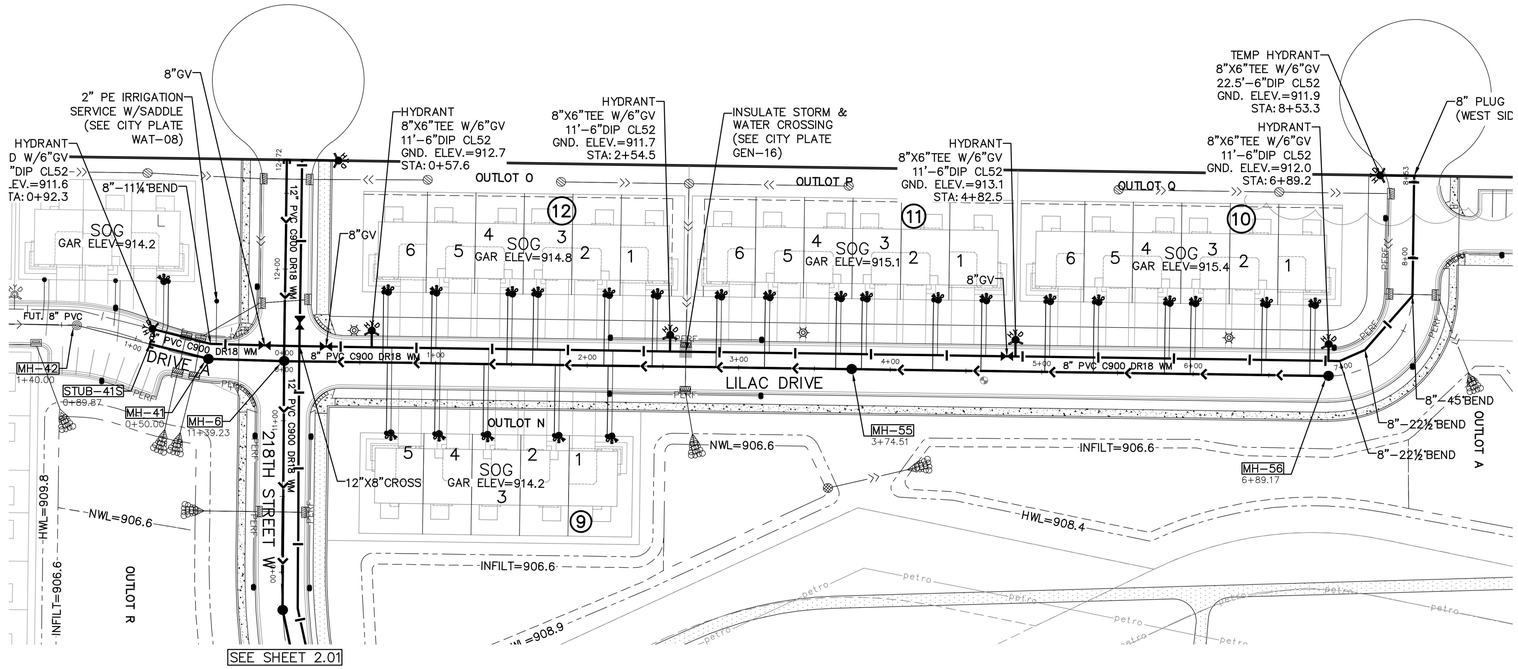
2.01 OF 36

03-ENG-121254-SHEET-SSWR

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SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
3rd Add BLK 9 Lot 1	913.4	903.5	6	2+14
3rd Add BLK 9 Lot 2	913.5	903.5	6	1+79
3rd Add BLK 9 Lot 3	913.7	903.7	6	1+32
3rd Add BLK 9 Lot 4	913.7	903.7	6	1+00
3rd Add BLK 9 Lot 5	913.7	903.7	6	0+68
3rd Add BLK 10 Lot 1	914.5	904.5	55	3+02
3rd Add BLK 10 Lot 2	914.5	904.5	55	2+70
3rd Add BLK 10 Lot 3	914.6	904.6	55	2+23
3rd Add BLK 10 Lot 4	914.6	904.6	55	2+06
3rd Add BLK 10 Lot 5	914.7	904.7	55	1+59
3rd Add BLK 10 Lot 6	914.8	904.8	55	1+28
3rd Add BLK 11 Lot 1	914.5	904.4	55	0+85
3rd Add BLK 11 Lot 2	914.5	904.5	55	0+53
3rd Add BLK 11 Lot 3	914.4	904.4	55	0+06
3rd Add BLK 11 Lot 4	914.3	904.3	6	3+64
3rd Add BLK 11 Lot 5	914.2	904.3	6	3+17
3rd Add BLK 11 Lot 6	914.2	904.2	6	2+85
3rd Add BLK 12 Lot 1	914.0	904.0	6	2+43
3rd Add BLK 12 Lot 2	914.0	904.0	6	2+11
3rd Add BLK 12 Lot 3	914.1	904.1	6	1+64
3rd Add BLK 12 Lot 4	914.1	904.1	6	1+47
3rd Add BLK 12 Lot 5	914.2	904.2	6	0+97
3rd Add BLK 12 Lot 6	914.2	904.2	6	0+65

SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
Fut. Add Lot L	913.6	903.5	41	0+31



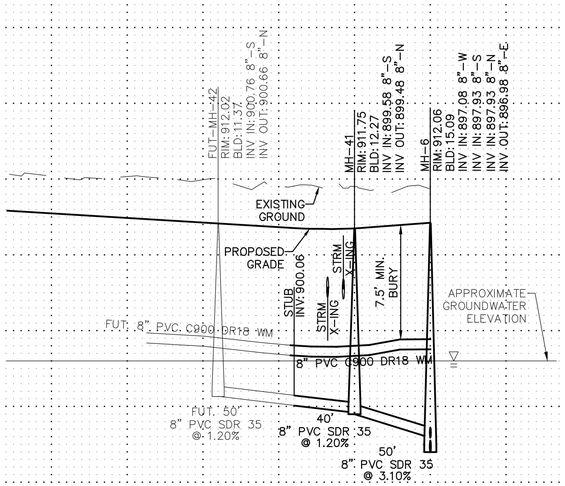
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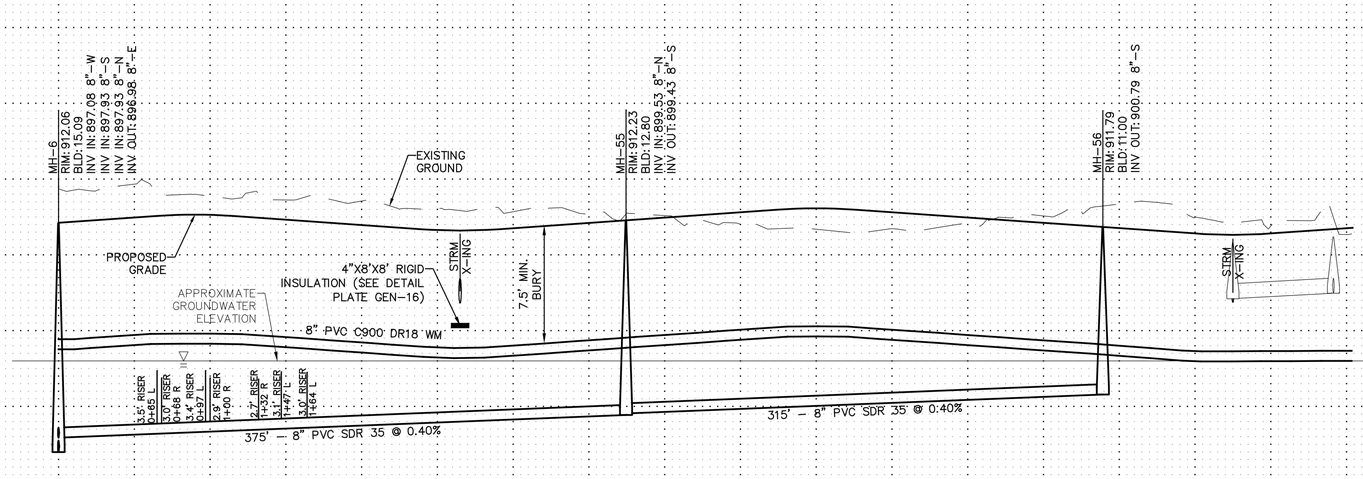
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BENCH MARK
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TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD) ELEV.=915.52

DRIVE A



STREET C



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Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

SANITARY SEWER & WATERMAIN CONSTRUCTION

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

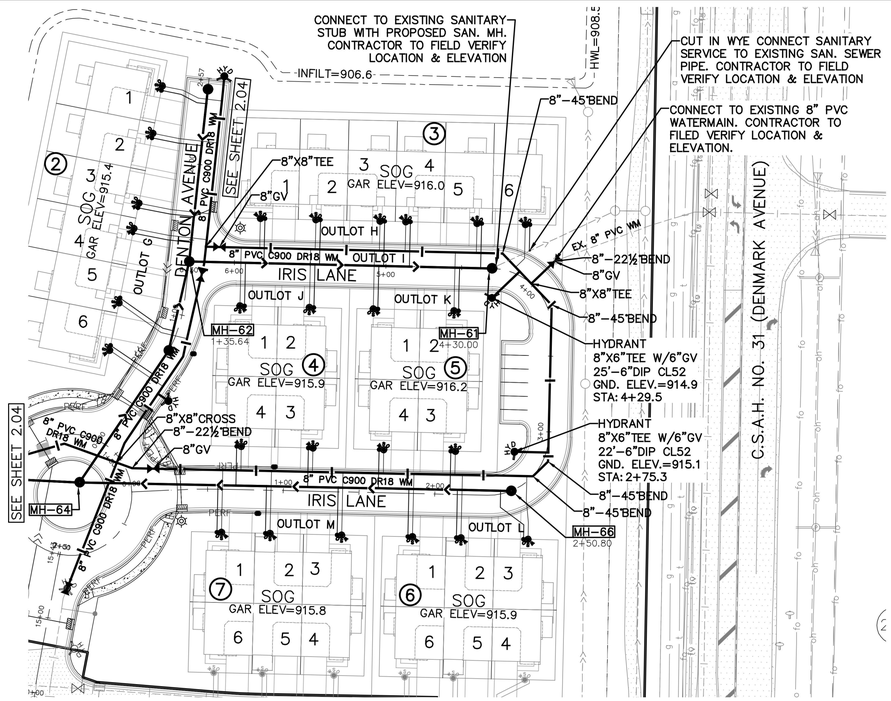
2.02 OF 36

03-ENG-121254-SHEET-SSWR

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SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
3rd Add BLK 4 Lot 3	914.9	904.9	64	1+50
3rd Add BLK 4 Lot 4	914.7	904.7	64	1+03
3rd Add BLK 5 Lot 3	915.4	905.4	64	2+44
3rd Add BLK 5 Lot 4	915.2	905.2	64	1+97
3rd Add BLK 6 Lot 1	915.1	905.1	64	2+17
3rd Add BLK 6 Lot 2	915.2	905.2	64	2+49
3rd Add BLK 6 Lot 3	915.5	905.5	64	2+78
3rd Add BLK 7 Lot 1	914.6	904.6	64	0+91
3rd Add BLK 7 Lot 2	914.7	904.7	64	1+23
3rd Add BLK 7 Lot 3	914.9	904.9	64	1+71

SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
3rd Add BLK 3 Lot 1	915.1	905.1	61	1+50
3rd Add BLK 3 Lot 2	915.2	905.2	61	1+14
3rd Add BLK 3 Lot 3	915.3	905.3	61	0+72
3rd Add BLK 3 Lot 4	915.3	905.3	61	0+55
3rd Add BLK 3 Lot 5	915.5	905.5	61	0+08
3rd Add BLK 3 Lot 6	915.6	905.6	60	0+62
3rd Add BLK 4 Lot 1	914.8	904.8	61	1+63
3rd Add BLK 4 Lot 2	914.9	904.9	61	1+17
3rd Add BLK 5 Lot 1	915.2	905.2	61	0+75
3rd Add BLK 5 Lot 2	915.4	905.4	61	0+21



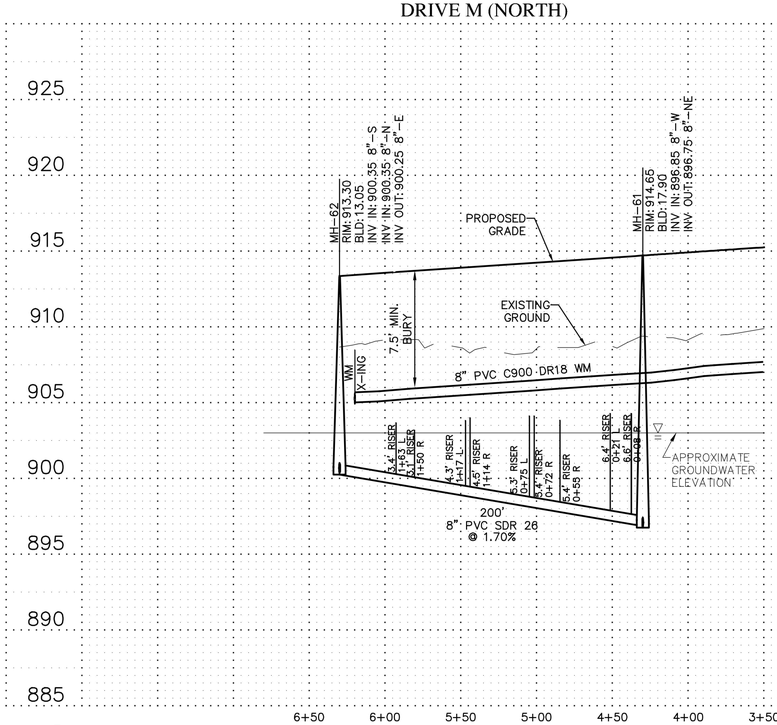
SANITARY SEWER & WATERMAIN CONSTRUCTION NOTES:

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2. SANITARY SEWER SERVICES SHALL BE 4" PVC SCH. 40.
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9. ALL FITTINGS MUST BE MADE IN USA OR CANADA.
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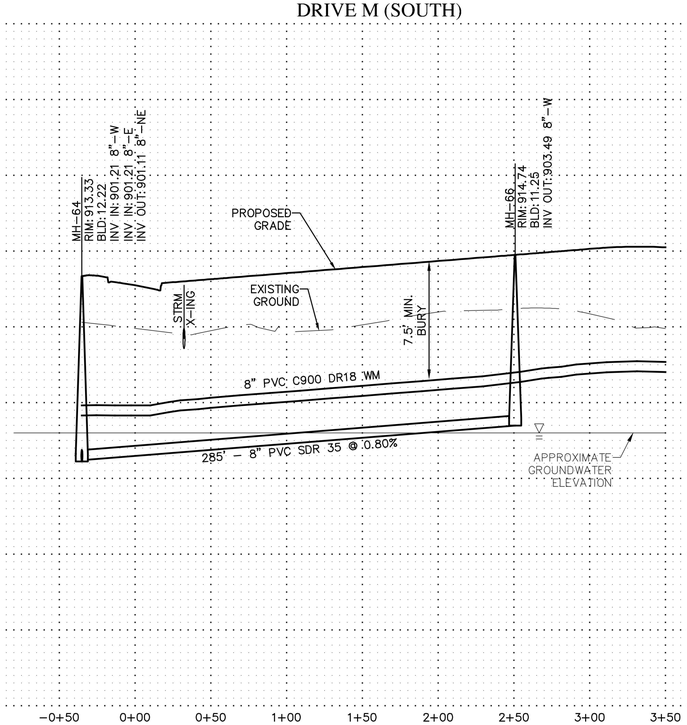
0 25 50 100
GRAPHIC SCALE IN FEET

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ELEV.=915.52

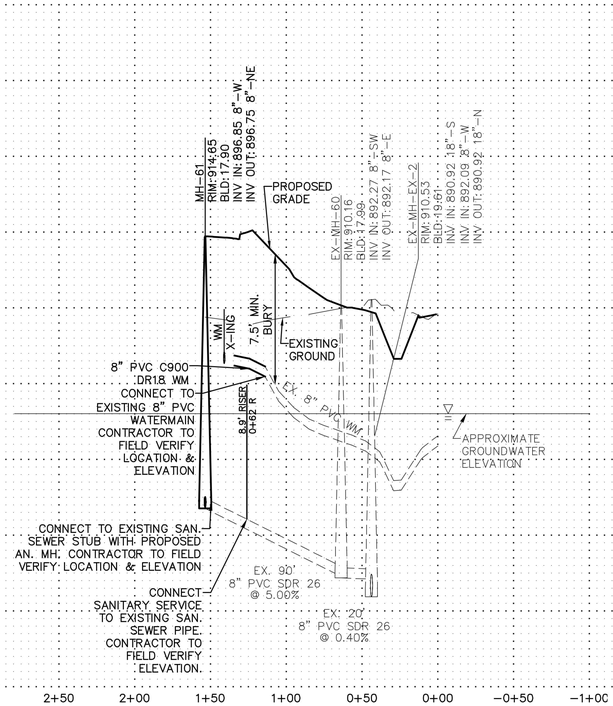
DRIVE M (NORTH)



DRIVE M (SOUTH)



CONNECTION



925 920 915 910 905 900 895 890 885

6+50 6+00 5+50 5+00 4+50 4+00 3+50 −0+50 0+00 0+50 1+00 1+50 2+00 2+50 3+00 3+50 2+50 2+00 1+50 1+00 0+50 0+00 −0+50 −1+00

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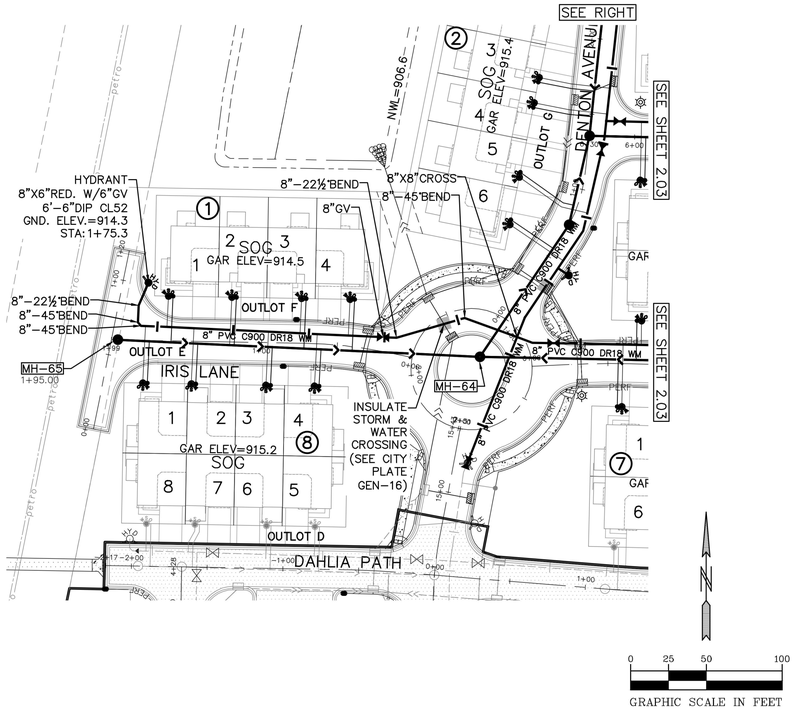
VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

2.03 OF 36

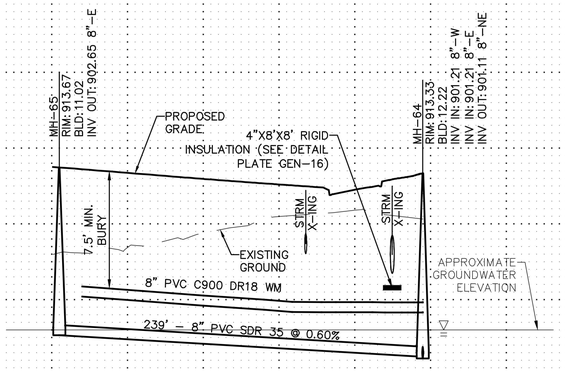
03-ENG-121254-SHEET-SSWR

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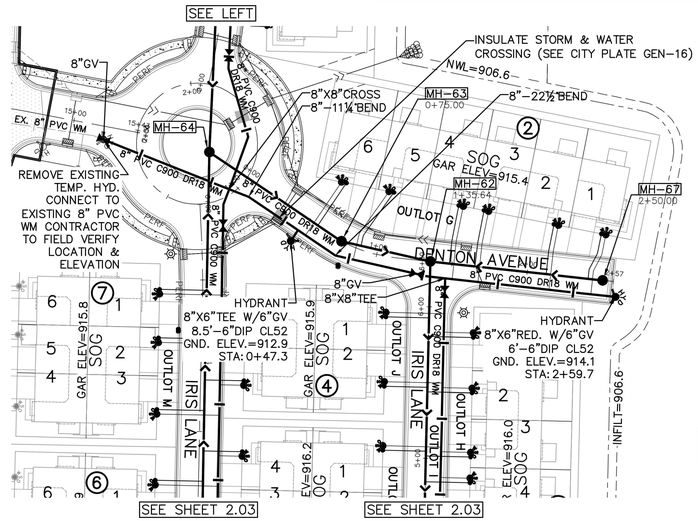
SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
3rd Add BLK 1 Lot 1	914.1	904.1	64	2+04
3rd Add BLK 1 Lot 2	913.9	903.9	64	1+62
3rd Add BLK 1 Lot 3	913.8	903.8	64	1+16
3rd Add BLK 1 Lot 4	913.7	903.7	64	0+84
3rd Add BLK 8 Lot 1	914.4	904.4	64	2+18
3rd Add BLK 8 Lot 2	914.3	904.3	64	1+86
3rd Add BLK 8 Lot 3	914.1	904.1	64	1+37
3rd Add BLK 8 Lot 4	914.0	904.0	64	1+05



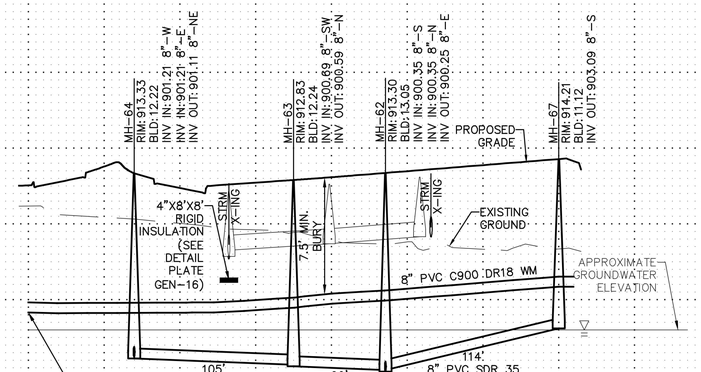
DRIVE K



SERVICE TABLE				
SERV. LOC.	CS EL	INV.	DOWN STREAM MH	STA
3rd Add BLK 2 Lot 1	915.0	905.0	62	1+05
3rd Add BLK 2 Lot 2	914.9	904.9	62	0+77
3rd Add BLK 2 Lot 3	914.9	904.9	62	0+30
3rd Add BLK 2 Lot 4	914.8	904.8	62	0+13
3rd Add BLK 2 Lot 5	914.8	904.8	62	0+47
3rd Add BLK 2 Lot 6	914.4	904.4	63	0+19



DRIVE L



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Drawn	JMM/MSN

SANITARY SEWER & WATERMAIN CONSTRUCTION

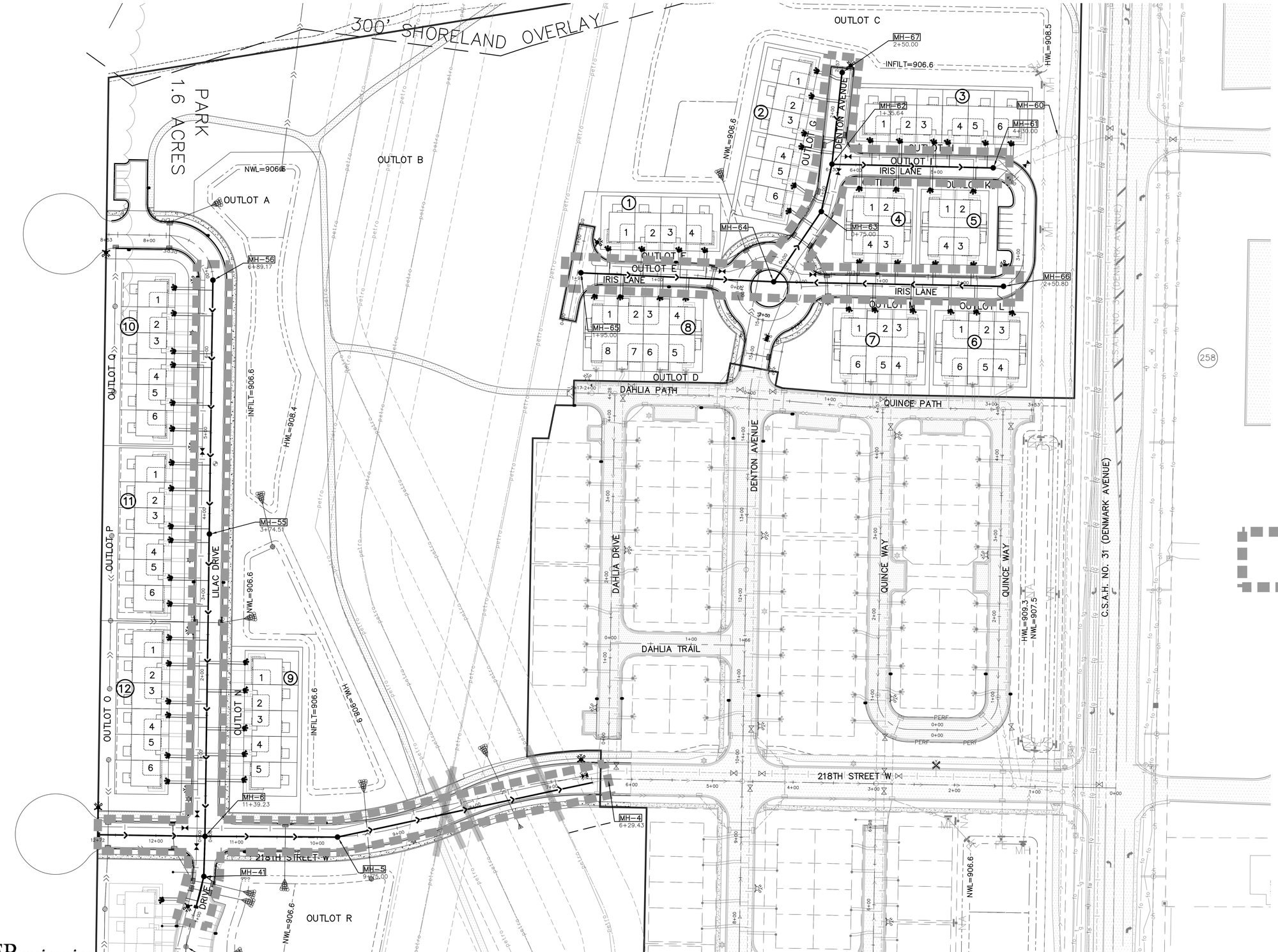
LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

2.04 OF 36

03-ENG-121254-SHEET-SSWR

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03-ENG-121254-SHEET-DWAT

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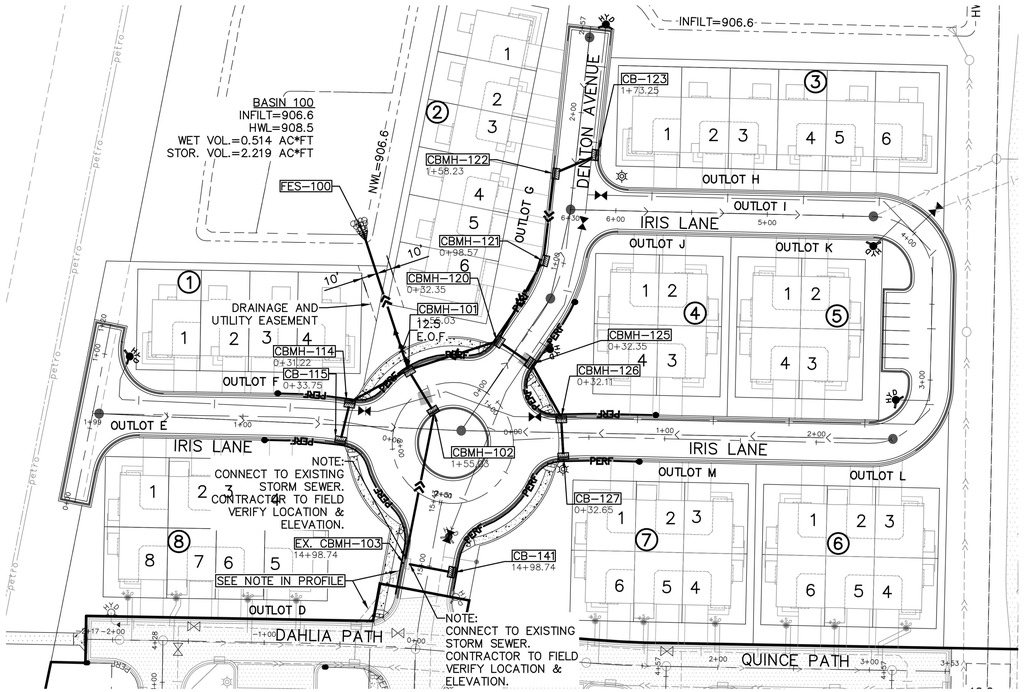
DEWATERING PLAN

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

2.10 OF 36

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STORM SEWER CONSTRUCTION NOTES:

1. PROVIDE R-3067V OR R-3067VB AT LOW POINTS. NEENAH CASTINGS OR APPROVED EQUAL ON ALL CATCH BASINS UNLESS OTHERWISE NOTED.
2. PROVIDE 24"x36" SLAB OPENING FOR R-3067V NEENAH CASTINGS ON ALL CATCH BASIN MANHOLES UNLESS OTHERWISE NOTED.
3. FINAL STRUCTURE OFFSET TO BE VERIFIED BY CONTRACTOR AND INSPECTOR BASED ON MATERIAL SUPPLIED TO PROJECT. FIELD STAKING SET ACCORDING TO BACK-OF-CURB.
4. INLET CASTINGS SHALL BE SET 0.17' BELOW GUTTERLINE GRADE.
5. SEE SHEET 3.21 FOR DRAINTILE DESIGN.

DRAINTILE STORM NOTES:

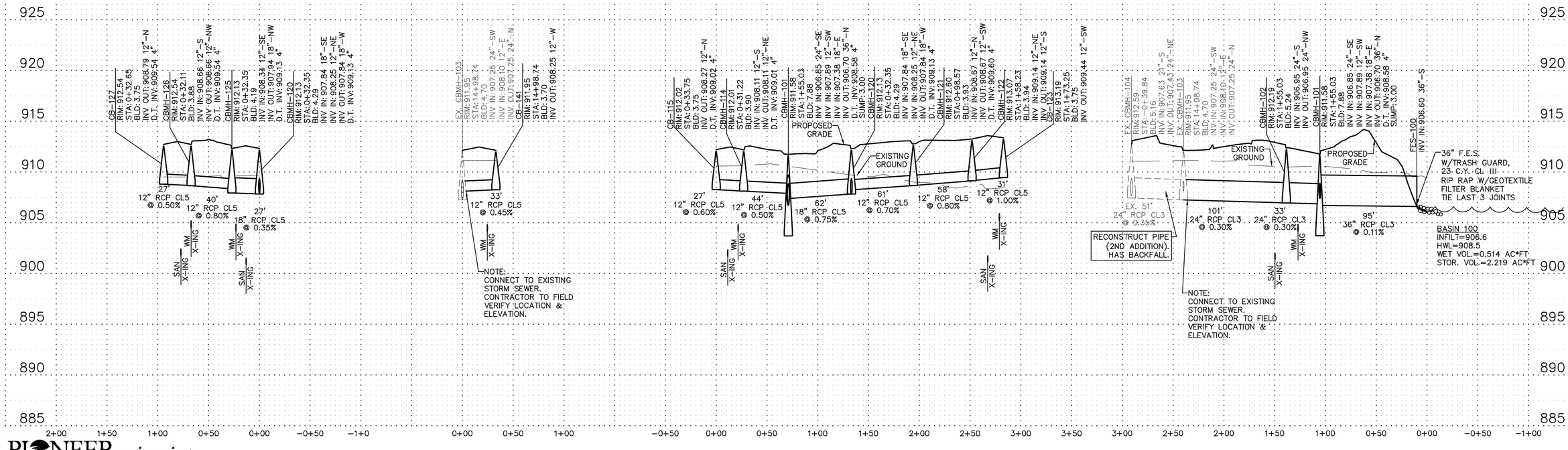
1. DRAINTILE NOT REQUIRED IN STREETS THAT ARE CONSTRUCTED ON SAND SUBGRADE TO DEPTH, AS DETERMINED BY ENGINEER.

0 25 50 100

GRAPHIC SCALE IN FEET

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STORM SEWER CONSTRUCTION

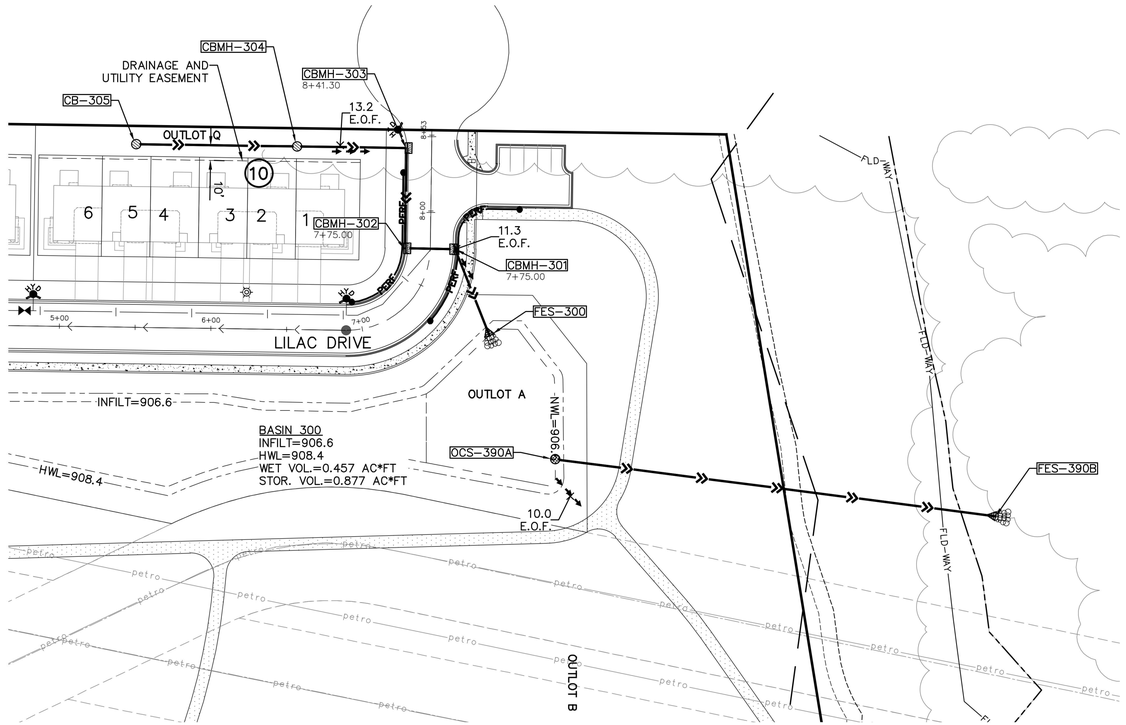
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16305 36TH AVENUE NORTH
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

3.01 OF 36

03-ENG-121254-SHEET-STRM

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DRAINTILE STORM NOTES:

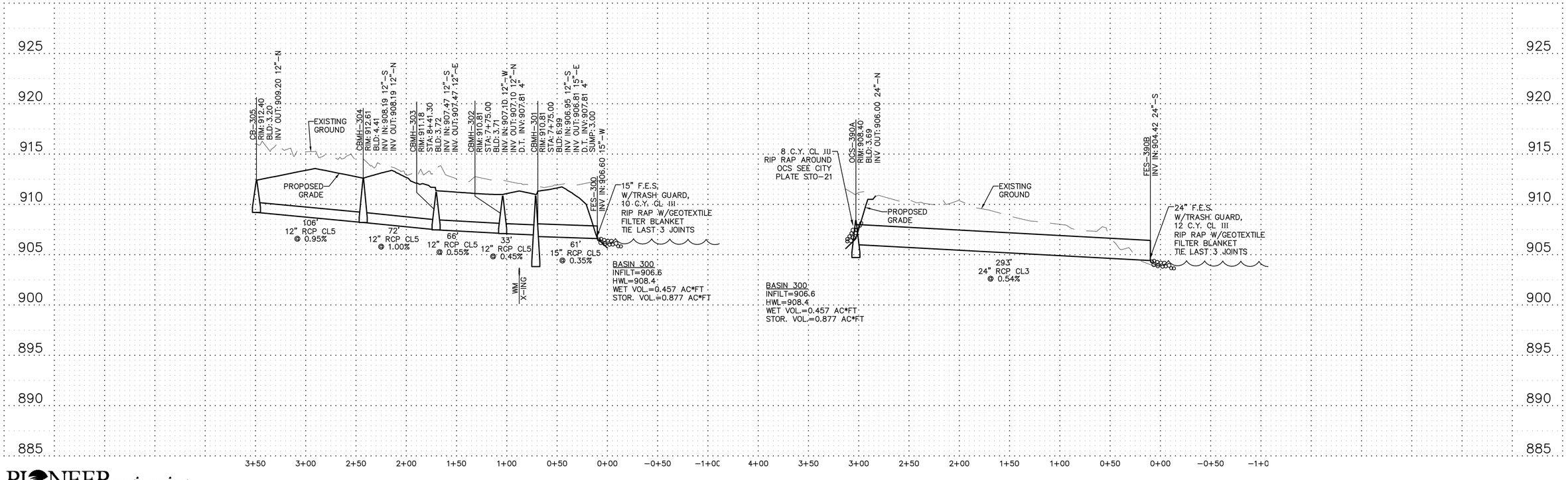
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0 25 50 100

GRAPHIC SCALE IN FEET

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STORM SEWER CONSTRUCTION

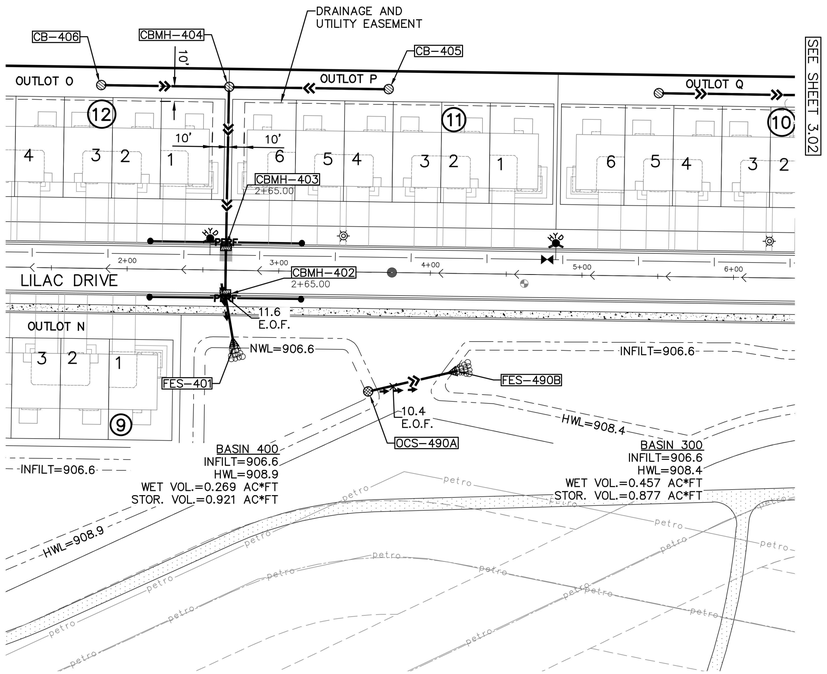
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VERMILLION COMMONS 3RD ADD
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3.02 OF 36

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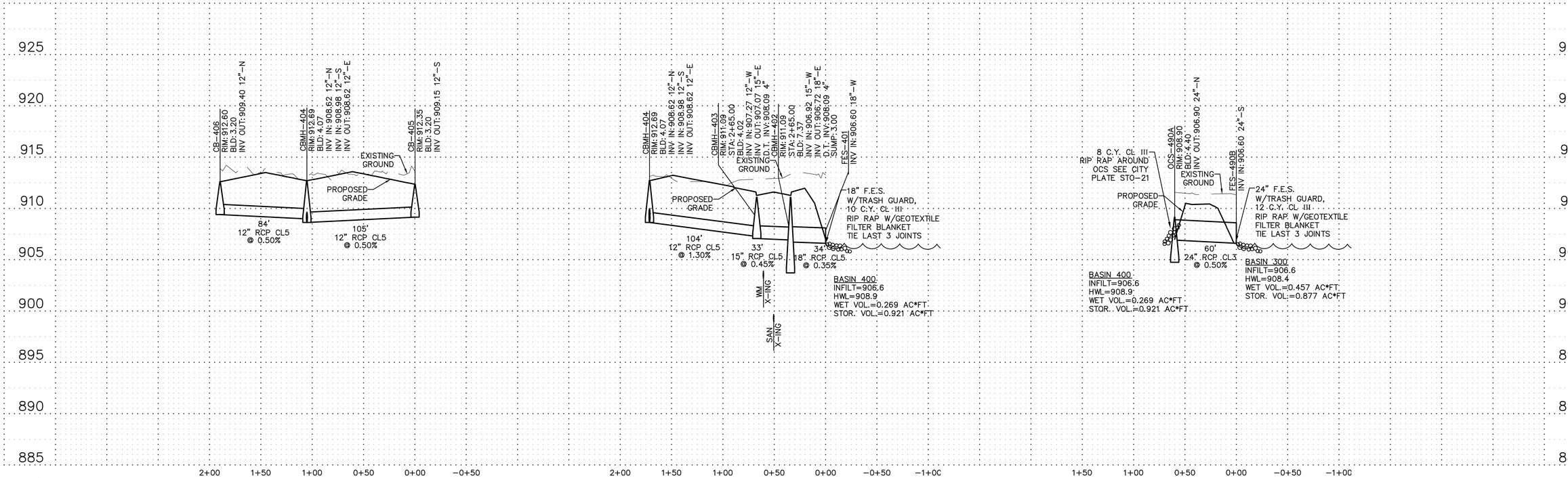
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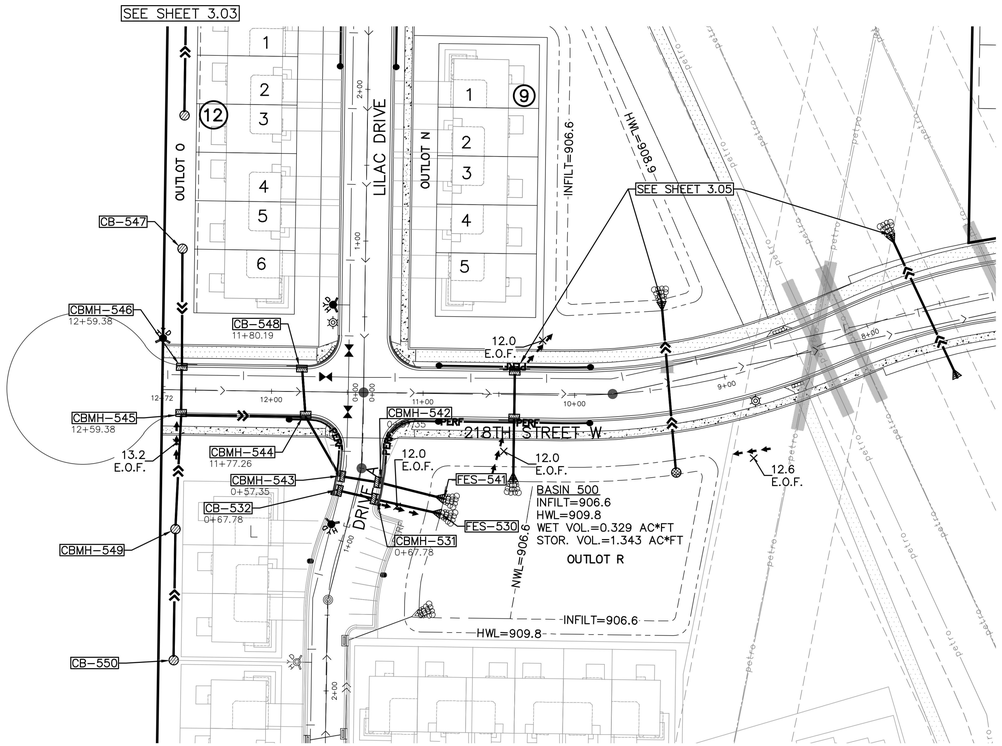
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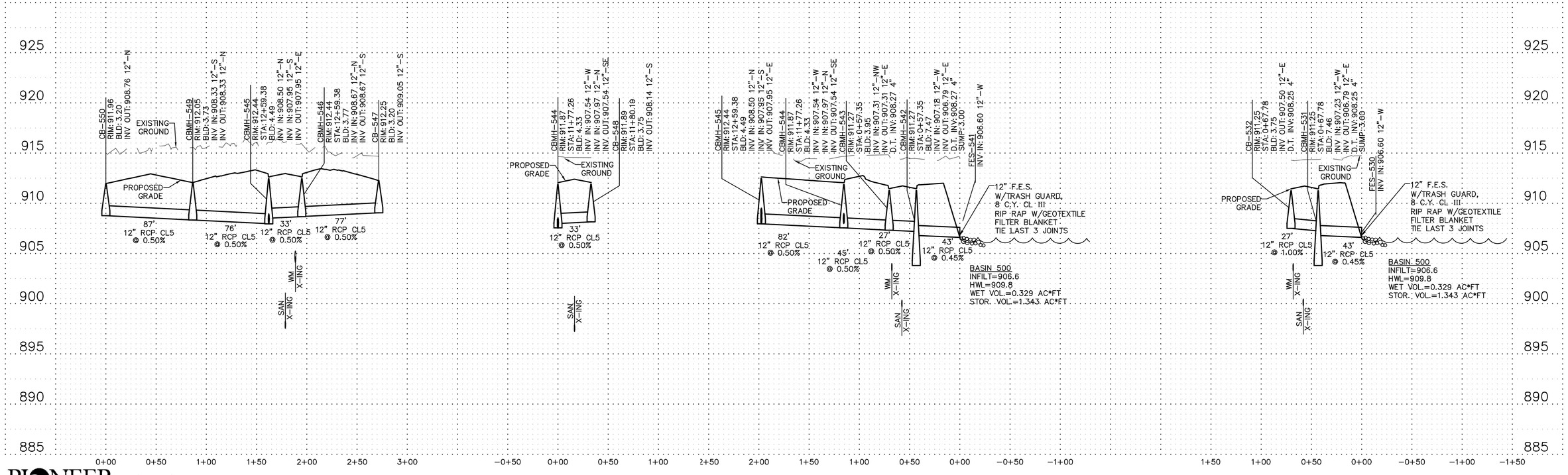
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Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

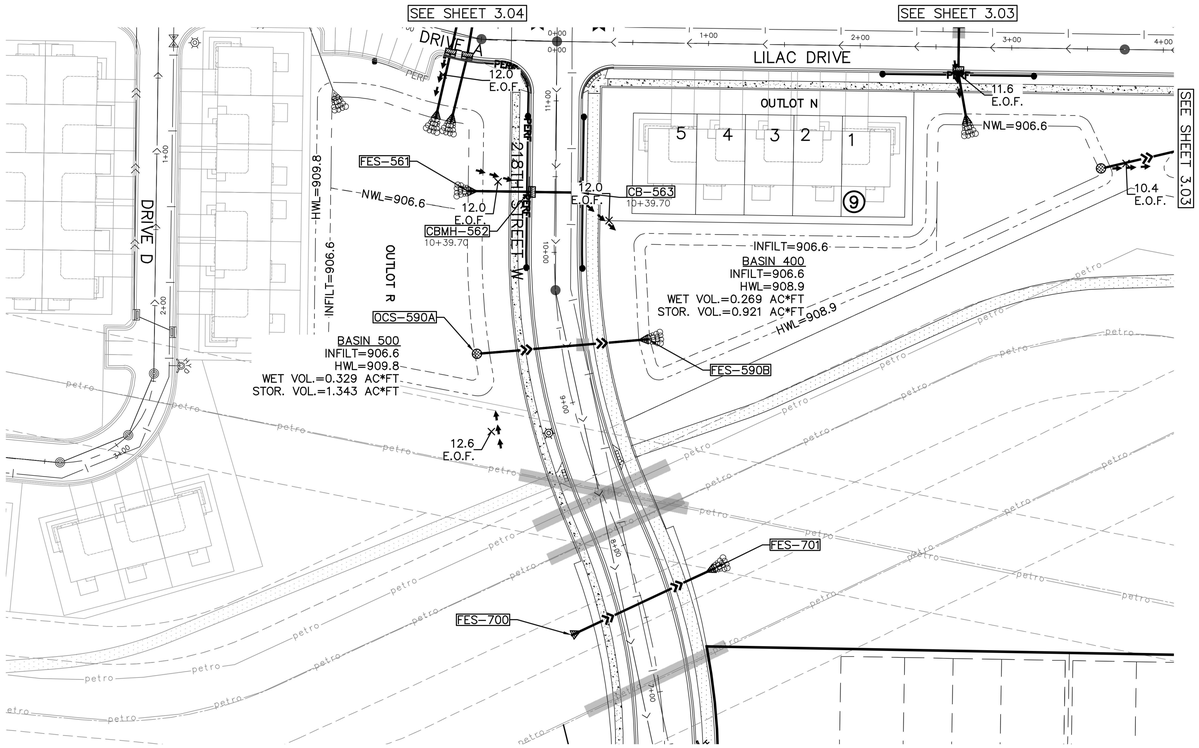
STORM SEWER CONSTRUCTION

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

3.04 OF 36

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STORM SEWER CONSTRUCTION NOTES:

1. PROVIDE R-3067V OR R-3067VB AT LOW POINTS. NEENAH CASTINGS OR APPROVED EQUAL ON ALL CATCH BASINS UNLESS OTHERWISE NOTED.
2. PROVIDE 24"x36" SLAB OPENING FOR R-3067V NEENAH CASTINGS ON ALL CATCH BASIN MANHOLES UNLESS OTHERWISE NOTED.
3. FINAL STRUCTURE OFFSET TO BE VERIFIED BY CONTRACTOR AND INSPECTOR BASED ON MATERIAL SUPPLIED TO PROJECT. FIELD STAKING SET ACCORDING TO BACK-OF-CURB.
4. INLET CASTINGS SHALL BE SET 0.17' BELOW GUTTERLINE GRADE.
5. SEE SHEET 3.21 FOR DRAINTILE DESIGN.

DRAINTILE STORM NOTES:

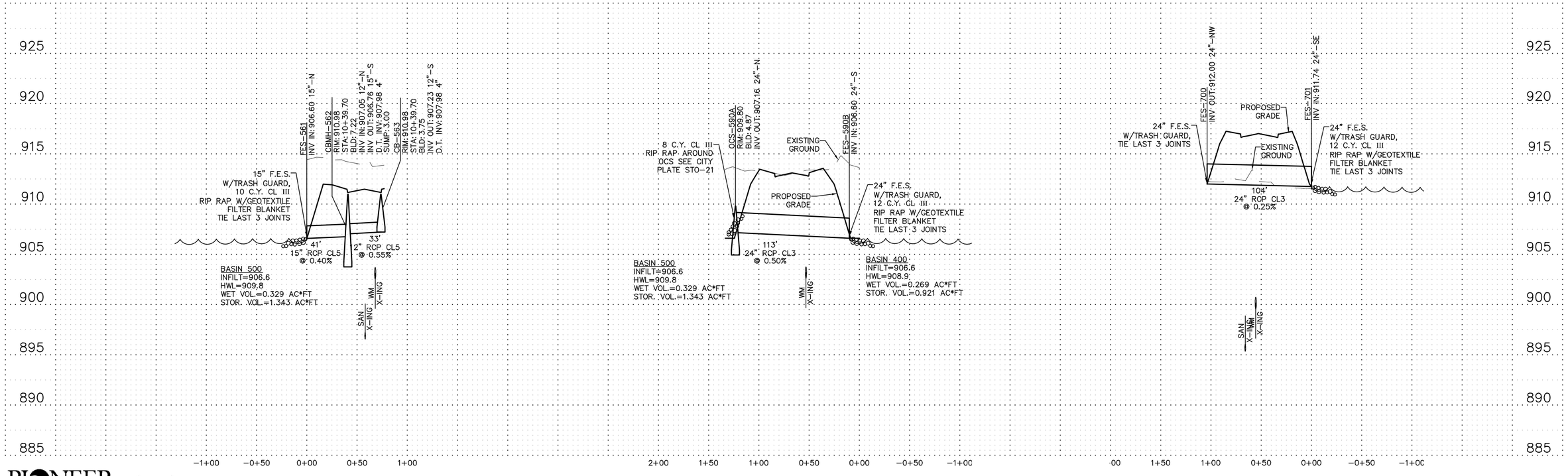
1. DRAINTILE NOT REQUIRED IN STREETS THAT ARE CONSTRUCTED ON SAND SUBGRADE TO DEPTH, AS DETERMINED BY ENGINEER.

0 25 50 100

GRAPHIC SCALE IN FEET

BENCH MARK

TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
ELEV.=915.52



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STORM SEWER CONSTRUCTION

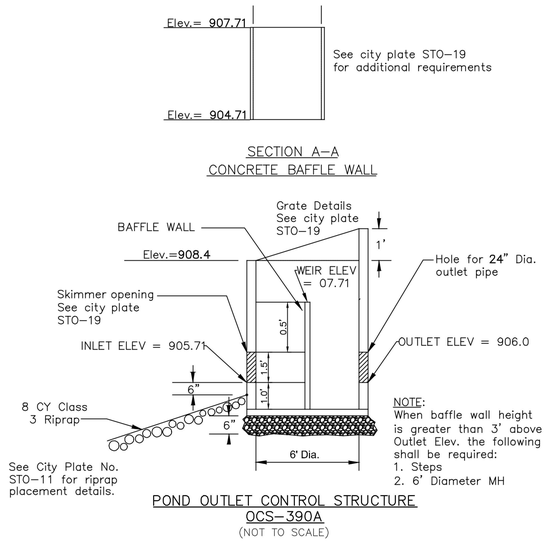
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

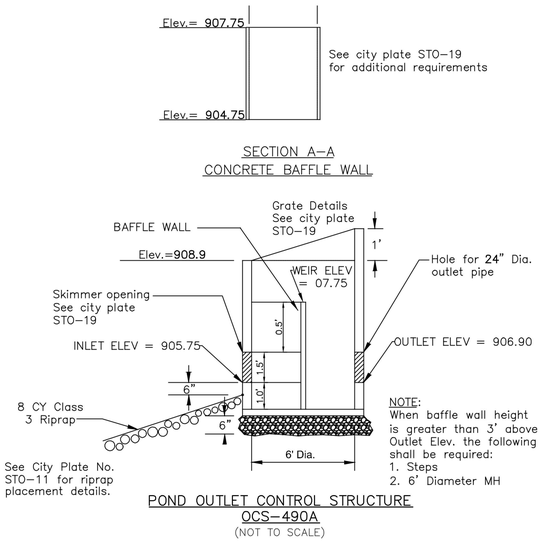
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03-ENG-121254-SHEET-STRM

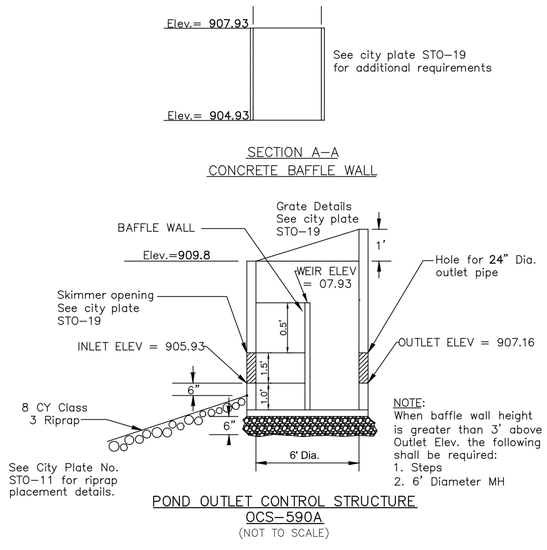
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POND OUTLET CONTROL STRUCTURE
OCS–390A
(NOT TO SCALE)



POND OUTLET CONTROL STRUCTURE
OCS–490A
(NOT TO SCALE)



POND OUTLET CONTROL STRUCTURE
OCS–590A
(NOT TO SCALE)

NOTE:
OCS 190A BUILT DURING
THE 1ST ADDITION

STRUCTURE TABLE				
STRUCTURE NAME	TYPE	STRUCTURE SIZE	NEENAH CASTING OR EQUAL	NOTES
101	CBMH	72" DIA.	R–3067 V	2
102	CBMH	48" DIA.	R–3067 VB	
114	CBMH	48" DIA.	R–3067 V	1
115	CB	36"X24"	R–3067 V	
120	CBMH	48" DIA.	R–3067 V	
121	CBMH	48" DIA.	R–3501 TR	
122	CBMH	48" DIA.	R–3067 V	
123	CB	36"X24"	R–3067 VB	
125	CBMH	48" DIA.	R–3067 V	1
126	CBMH	48" DIA.	R–3067 V	1
127	CB	36"X24"	R–3067 V	
141	CB	36"X24"	R–3067 VB	1
301	CBMH	48" DIA.	R–3067 VB	2
302	CBMH	48" DIA.	R–3067 VB	
303	CBMH	48" DIA.	R–3067 V	
304	CBMH	48" DIA.	R–4342	
305	CB	27" DIA.	R–4342	
390A	OCS	72" DIA.	SPECIAL	
402	CBMH	48" DIA.	R–3067 VB	2
403	CBMH	48" DIA.	R–3067 VB	1
404	CBMH	48" DIA.	R–4342	
405	CB	27" DIA.	R–4342	
406	CB	27" DIA.	R–4342	
490A	OCS	72" DIA.	SPECIAL	
531	CBMH	48" DIA.	R–3067 VB	2
532	CB	36"X24"	R–3067 VB	1
542	CBMH	48" DIA.	R–3067 V	2
543	CBMH	48" DIA.	R–3067 V	1
544	CBMH	48" DIA.	R–3067 V	
545	CBMH	48" DIA.	R–3067 V	
546	CBMH	48" DIA.	R–3067 V	1
547	CB	27" DIA.	R–4342	
548	CB	36"X24"	R–3067 V	1
549	CBMH	48" DIA.	R–4342	
550	CB	27" DIA.	R–4342	
562	CBMH	48" DIA.	R–3067 VB	2
563	CB	36"X24"	R–3067 VB	1
590A	OCS	72" DIA.	SPECIAL	

STRUCTURE NOTES:

1. WATER TIGHT SPECIAL NOTE
   A. STRUCTURE SHALL HAVE AN INTEGRAL BASE
   B. PIPE CONNECTION TO STRUCTURE WITH PRESS–SEAL WATERSTOP GROUT RING OR APPROVED EQUAL.
   C. PIPE JOINTS WITHIN 10 OF WATERMAIN WILL BE TONGUE AND GROOVE WITH A HAMILTON KENT SUPERSEAL GASKET OR APPROVED EQUAL MEETING ASTM–443.
   D. ALL MH JOINTS WILL BE TONGUE AND GROOVE WITH A HAMILTON KENT SUPERSEAL GASKET OR APPROVED EQUAL MEETING ASTM–443.

2. 3.0' SUMP INSTALLED

BENCH MARK
TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
ELEV.=915.52

03-ENG-121254-SHEET-STRM-SCHD

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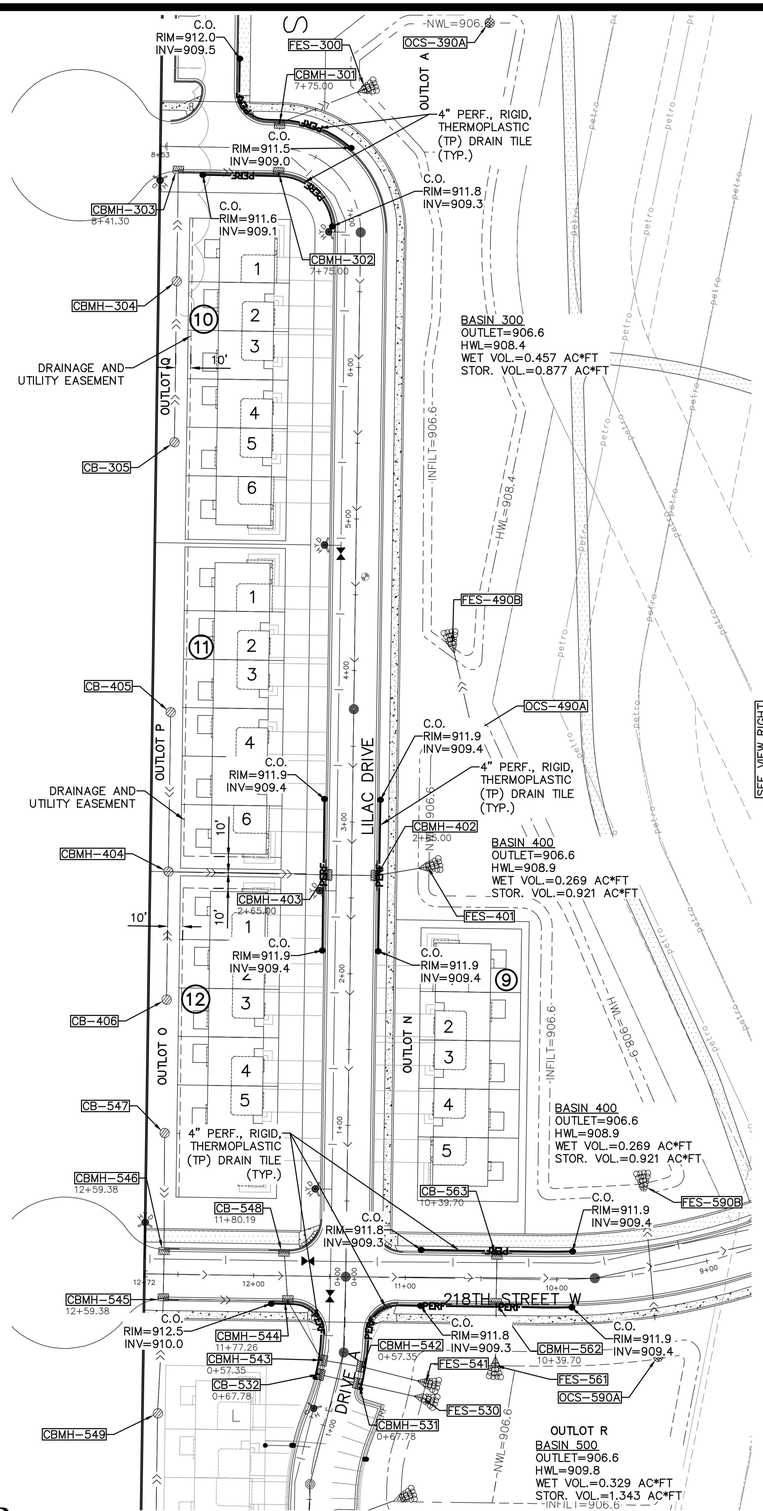
STORM SEWER SCHEDULE

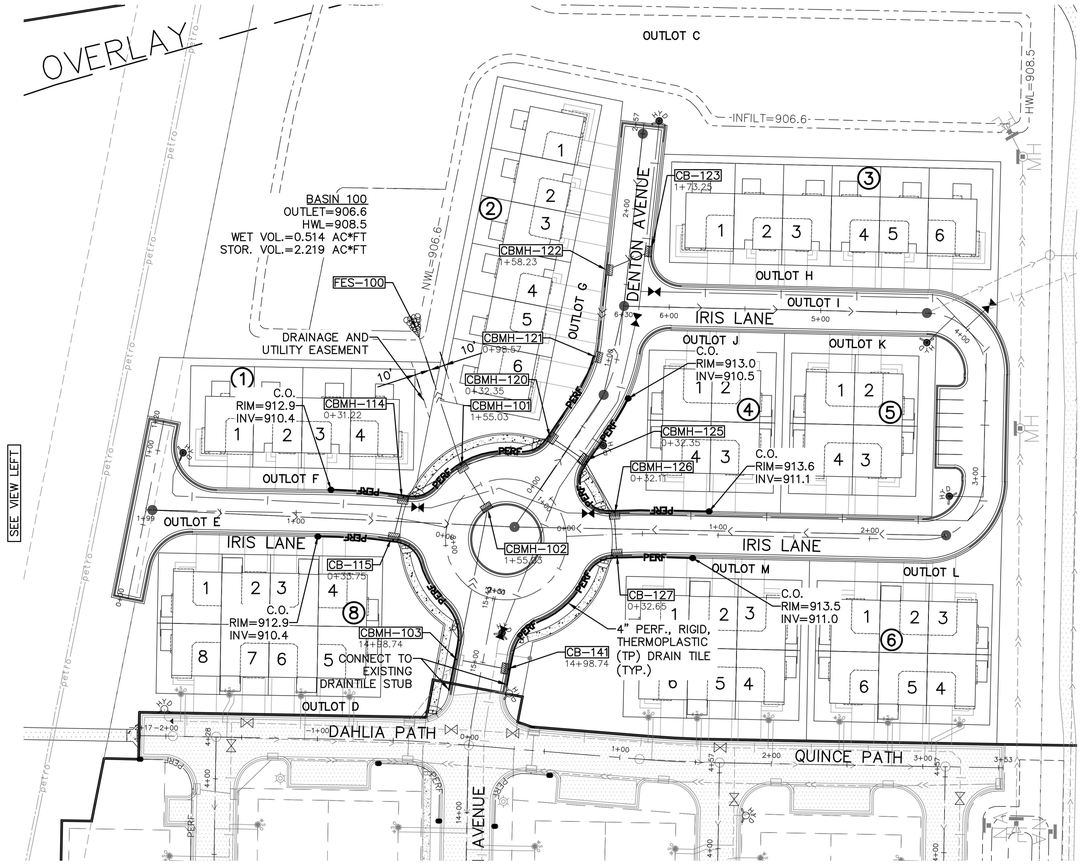
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

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DRAINTILE STORM NOTES:
1. DRAINTILE NOT REQUIRED IN STREETS THAT ARE CONSTRUCTED ON SAND SUBGRADE TO DEPTH, AS DETERMINED BY ENGINEER.

0 25 50 100
GRAPHIC SCALE IN FEET

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03-ENG-121254-SHEET-DRAN

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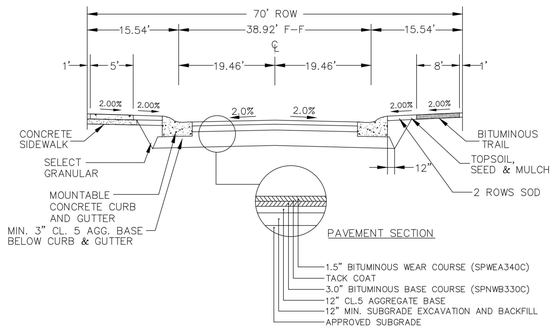
DRAINTILE PLAN

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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

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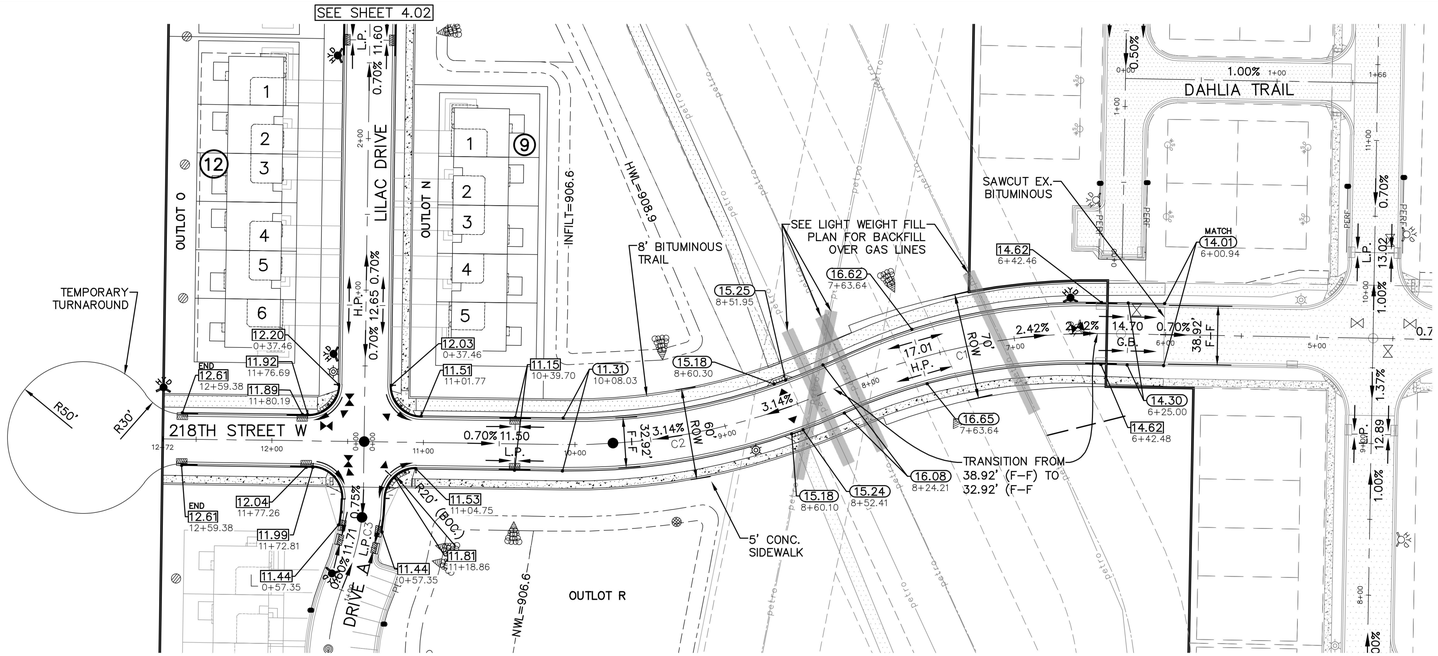
218TH STREET W
70' ROW SECTION

TYPICAL SECTION (N.T.S.)



TYPICAL SECTION NOTES

1. DRAIN TILE SHALL BE INSTALLED BEHIND CURB IN ALL LOW POINTS IN ROADS AS DETERMINED BY THE CITY ENGINEER.
2. AGGREGATE BASE SHALL BE 100% CRUSHED LIMESTONE OR RECYCLED EQUAL. (MNDOT 3138)
3. A BITUMINOUS MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO PLACEMENT.
4. NO RECYCLED BITUMINOUS MIXES WILL BE ALLOWED.
5. CSS1H TACK COAT SHALL BE APPLIED BETWEEN ALL BITUMINOUS LAYERS.



STREET CONSTRUCTION NOTES:

1. SEE CITY PLATES NO. STR-01 – STR-04 FOR CURB AND GUTTER DETAILS
2. SEE CITY PLATES NO. STR-05 – STR-07 FOR TYPICAL STREET SECTIONS
3. SEE CITY PLATE NO. STR-17 – STR-19 FOR PEDESTRIAN RAMP DETAILS.
4. SEE CITY PLATE NO. STR-21 FOR TRAIL AND SIDEWALK SECTIONS.
5. ALL RADII SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE STATED.

CURB LEGEND

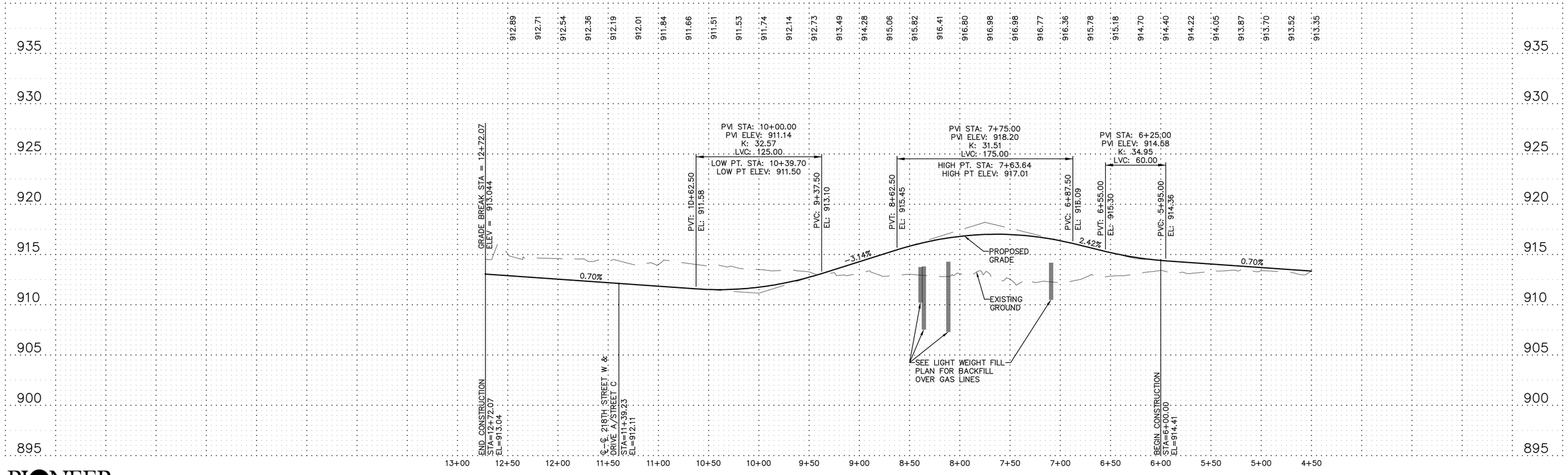
(08.15)	= CURB GUTTER ELEVATION FOR SURMOUNTABLE CURB
[08.32]	= CURB GUTTER ELEVATION FOR B618 CURB
07.82	= BITUMINOUS ELEVATION
═══	= SURMOUNTABLE CURB & GUTTER
═══	= B618 CURB & GUTTER
═══	= BITUMINOUS EDGE
▶	= PED. RAMP (STR-17 – STR-19)

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C1	24°59'43"	185.41	425.00	94.20	6+38.80	8+24.21
C2	24°46'53"	183.82	425.00	93.37	8+24.21	10+08.03

0 25 50 100
GRAPHIC SCALE IN FEET

BENCH MARK
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TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
ELEV.=915.52

218TH STREET WEST



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STREET CONSTRUCTION

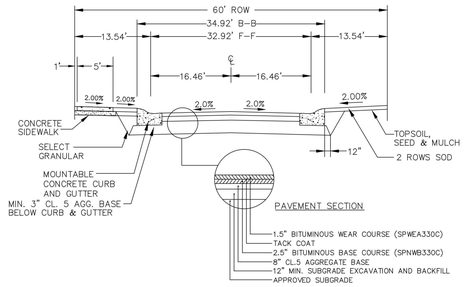
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16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

4.01 OF 36

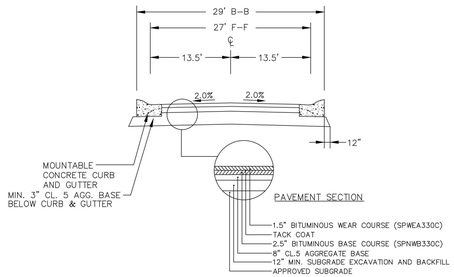
03-ENG-121254-SHEET-ROAD

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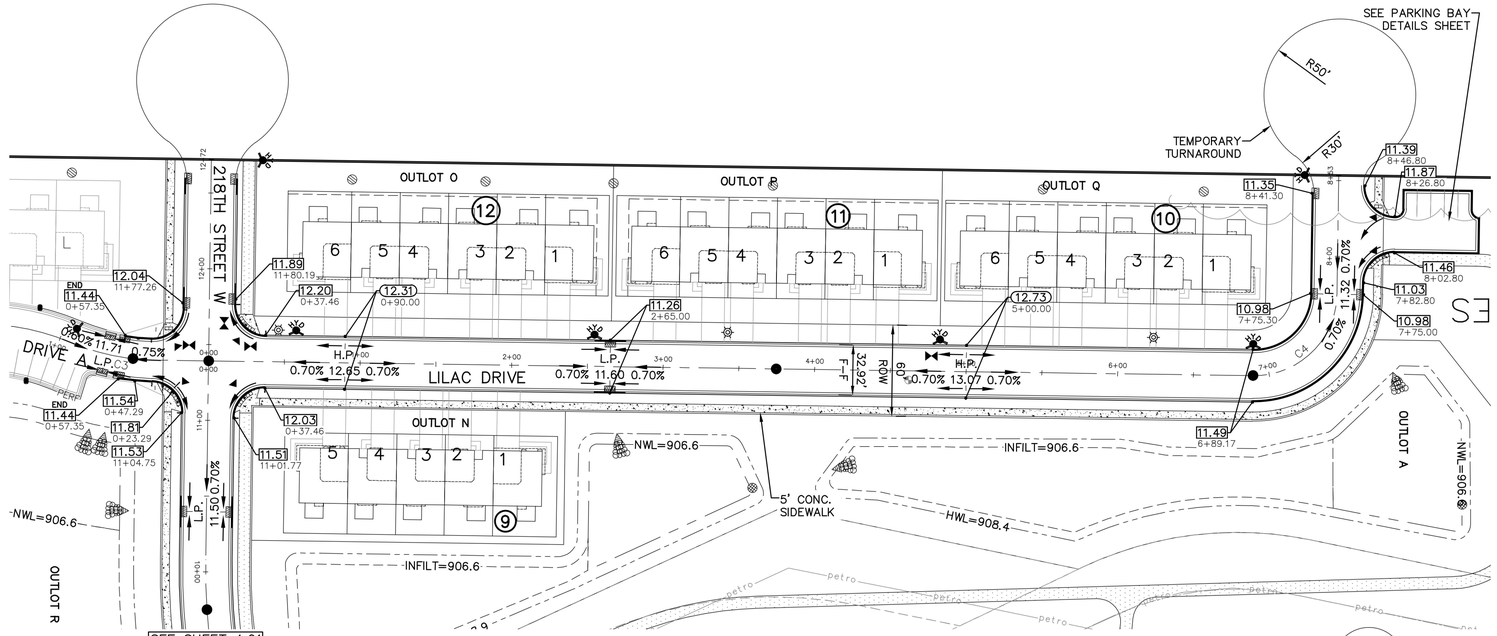
DENTON AVENUE & STREET C 60' ROW SECTION

TYPICAL SECTION (N.T.S.)



PRIVATE DRIVE SECTION

TYPICAL SECTION (N.T.S.)



STREET CONSTRUCTION NOTES:

1. SEE CITY PLATES NO. STR-01 – STR-04 FOR CURB AND GUTTER DETAILS
2. SEE CITY PLATES NO. STR-05 – STR-07 FOR TYPICAL STREET SECTIONS
3. SEE CITY PLATE NO. STR-17 – STR-19 FOR PEDESTRIAN RAMP DETAILS.
4. SEE CITY PLATE NO. STR-21 FOR TRAIL AND SIDEWALK SECTIONS.
5. ALL RADII SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE STATED.

CURB LEGEND

- (08.15) = CURB GUTTER ELEVATION FOR SURMOUNTABLE CURB
- [08.32] = CURB GUTTER ELEVATION FOR B618 CURB
- 07.82 = BITUMINOUS ELEVATION
- = SURMOUNTABLE CURB & GUTTER
- = B618 CURB & GUTTER
- = BITUMINOUS EDGE
- ▶ = PED. RAMP (STR-17 – STR-19)

0 25 50 100

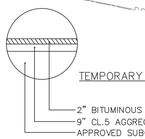
GRAPHIC SCALE IN FEET

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C3	22°04'44"	57.80	150.00	29.26	0+35.00	0+92.80

TYPICAL SECTION NOTES

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3. A BITUMINOUS MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO PLACEMENT.
4. NO RECYCLED BITUMINOUS MIXES WILL BE ALLOWED.
5. CSS1H TACK COAT SHALL BE APPLIED BETWEEN ALL BITUMINOUS LAYERS.

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C4	90°00'00"	86.13	54.83	54.83	6+89.17	7+75.30

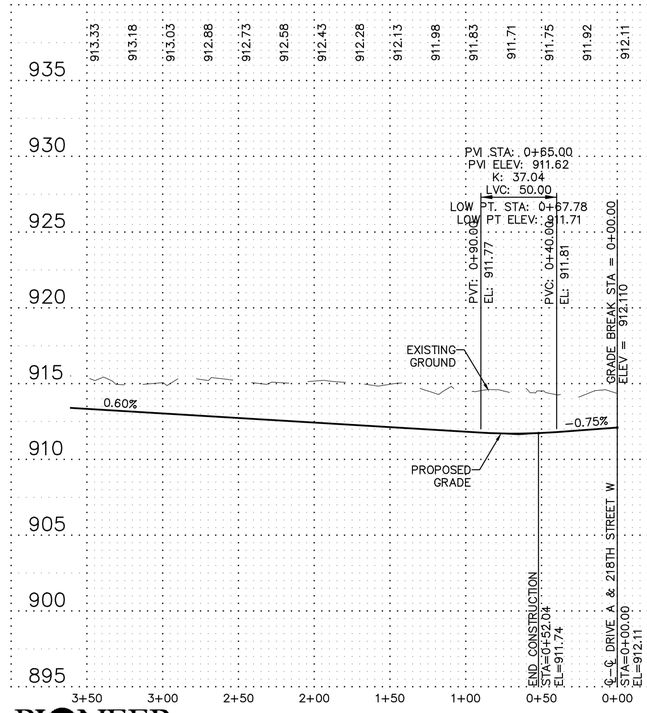


TEMPORARY TURNAROUND SECTION

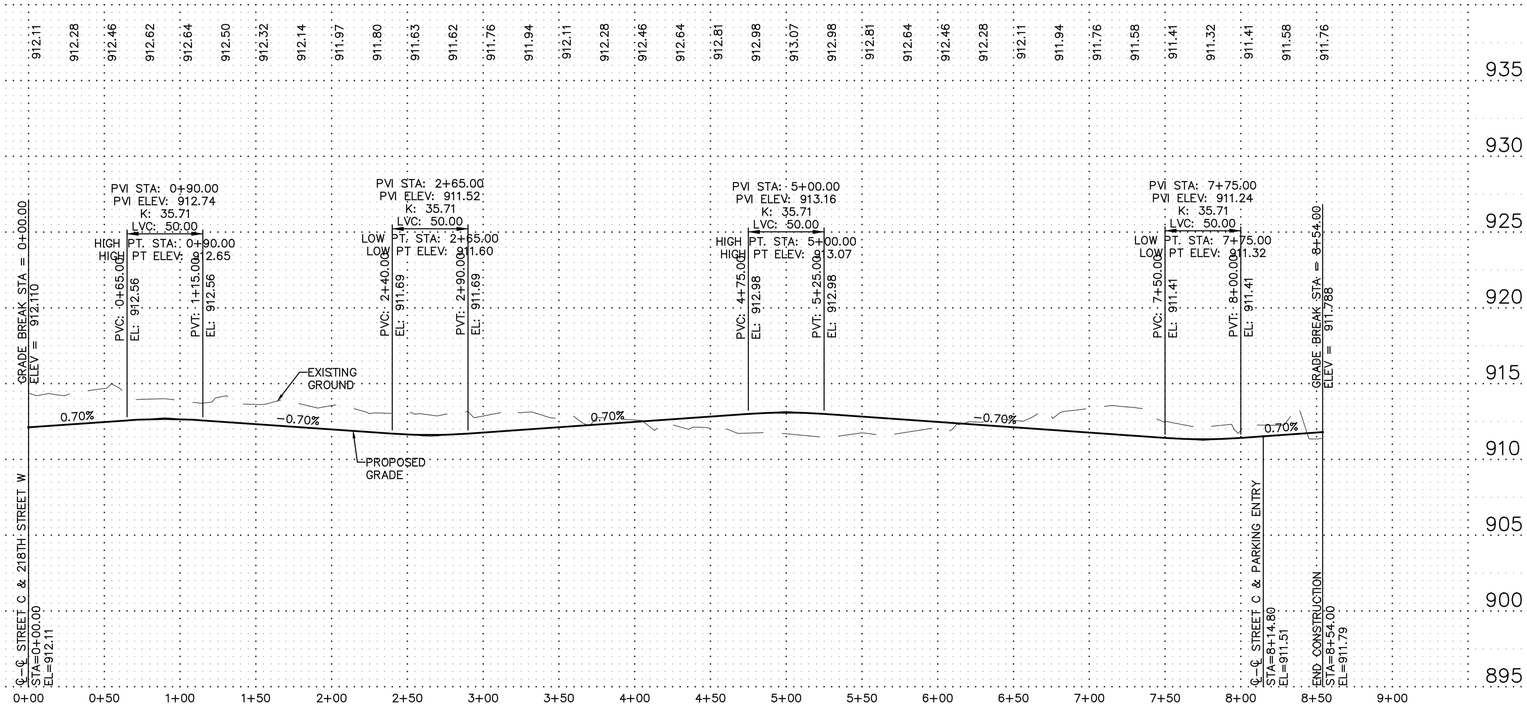
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DRIVE A



STREET C



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STREET CONSTRUCTION

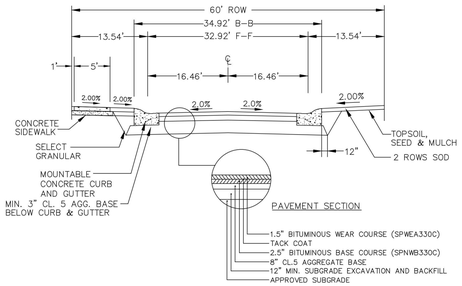
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

4.02 OF 36

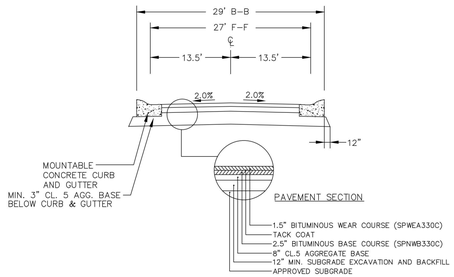
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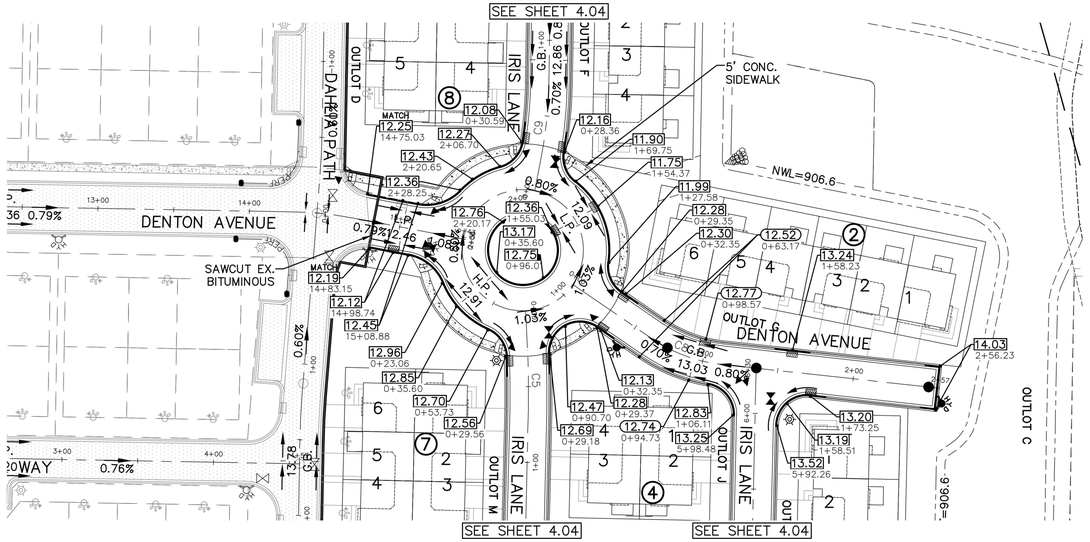
DENTON AVENUE & STREET C 60' ROW SECTION

TYPICAL SECTION (N.T.S.)



PRIVATE DRIVE SECTION

TYPICAL SECTION (N.T.S.)



TYPICAL SECTION NOTES

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CURVE TABLE

CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C8	28°09'30"	49.15	100.00	25.08	0+63.17	1+12.32

STREET CONSTRUCTION NOTES:

1. SEE CITY PLATES NO. STR-01 – STR-04 FOR CURB AND GUTTER DETAILS
2. SEE CITY PLATES NO. STR-05 – STR-07 FOR TYPICAL STREET SECTIONS
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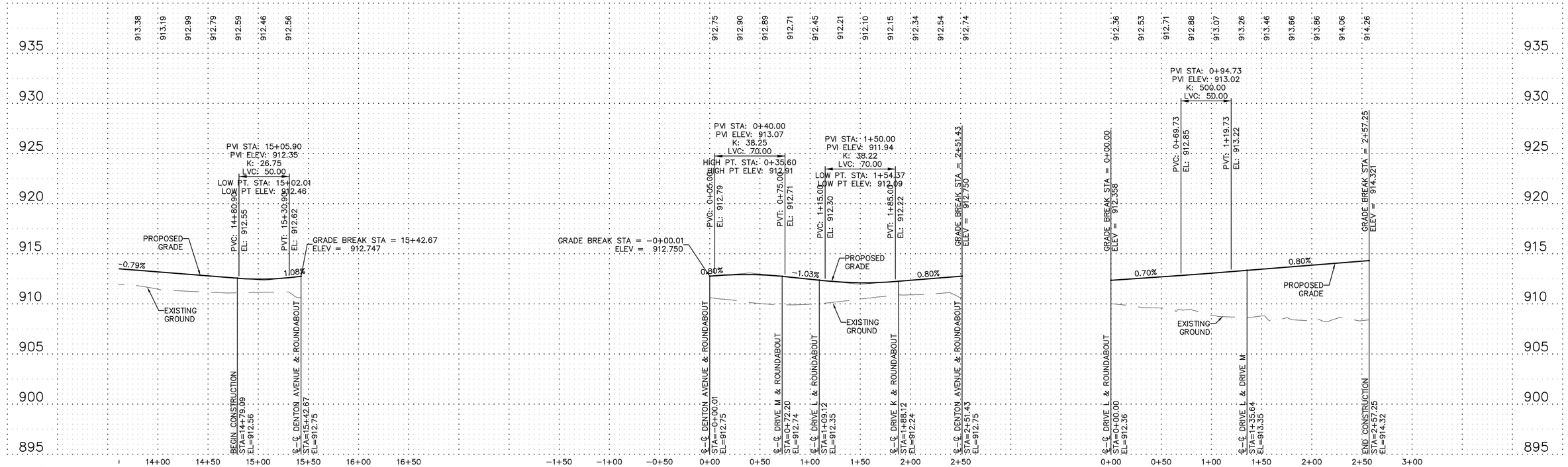
CURB LEGEND

- (08.15) = CURB GUTTER ELEVATION FOR SURMOUNTABLE CURB
- [08.32] = CURB GUTTER ELEVATION FOR B618 CURB
- 07.82 = BITUMINOUS ELEVATION
- = SURMOUNTABLE CURB & GUTTER
- = B618 CURB & GUTTER
- = BITUMINOUS EDGE
- ▶ = PED. RAMP (STR-17 – STR-19)

GRAPHIC SCALE IN FEET
0 25 50 100

BENCH MARK

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TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD) ELEV.=915.52



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www.pioneereng.com

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Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

STREET CONSTRUCTION

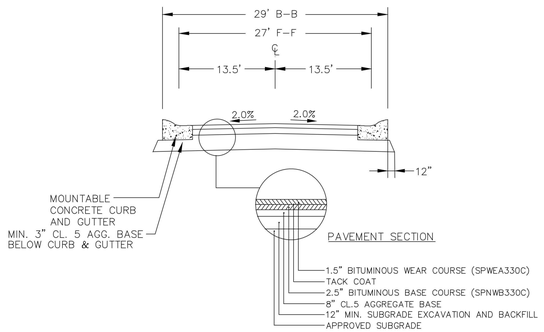
LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

4.03 OF 36

03-ENG-121254-SHEET-ROAD

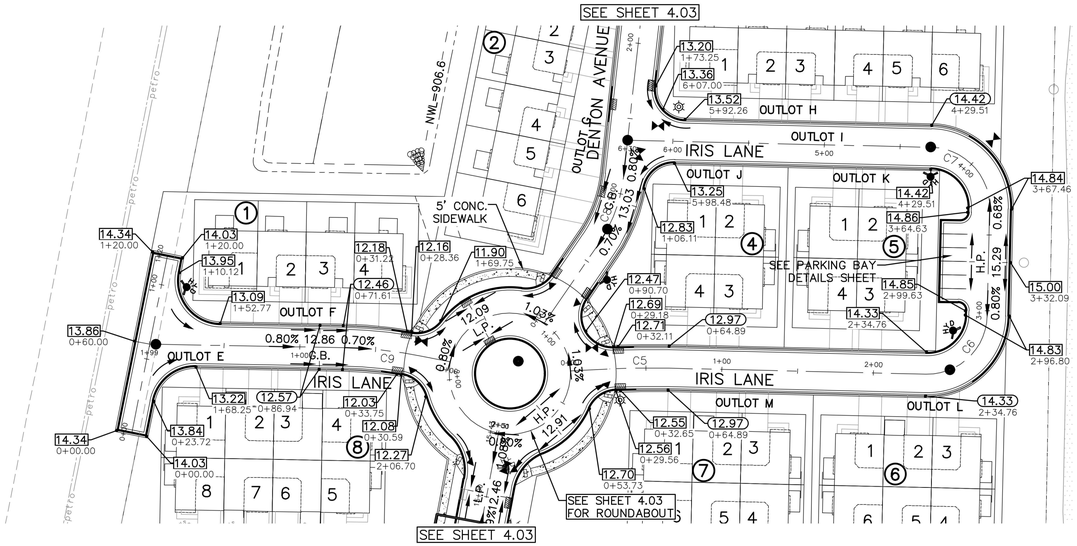
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PRIVATE DRIVE SECTION

TYPICAL SECTION (N.T.S.)

TYPICAL SECTION NOTES
1. DRAIN TILE SHALL BE INSTALLED BEHIND CURB IN ALL LOW POINTS IN ROADS AS DETERMINED BY THE CITY ENGINEER.
2. AGGREGATE BASE SHALL BE 100% CRUSHED LIMESTONE OR RECYCLED EQUAL. (MNDOT 3138)
3. A BITUMINOUS MIX DESIGN MUST BE SUBMITTED AND APPROVED BY THE CITY PRIOR TO PLACEMENT.
4. NO RECYCLED BITUMINOUS MIXES WILL BE ALLOWED.
5. CSS1H TACK COAT SHALL BE APPLIED BETWEEN ALL BITUMINOUS LAYERS.



STREET CONSTRUCTION NOTES:
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2. SEE CITY PLATES NO. STR-05 – STR-07 FOR TYPICAL STREET SECTIONS
3. SEE CITY PLATE NO. STR-17 – STR-19 FOR PEDESTRIAN RAMP DETAILS.
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5. ALL RADII SHOWN ARE TO BACK OF CURB UNLESS OTHERWISE STATED.

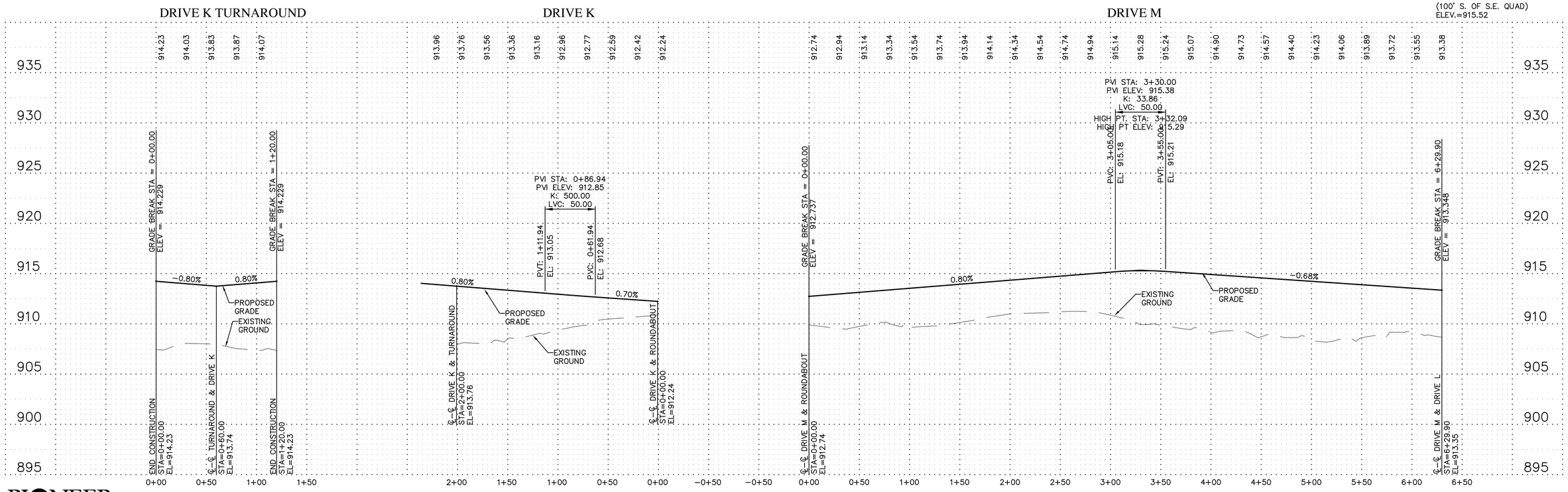
CURB LEGEND

- (08.15) = CURB GUTTER ELEVATION FOR SURMOUNTABLE CURB
- [08.32] = CURB GUTTER ELEVATION FOR B618 CURB
- 07.82 = BITUMINOUS ELEVATION
- = SURMOUNTABLE CURB & GUTTER
- = B618 CURB & GUTTER
- = BITUMINOUS EDGE
- ▶ = PED. RAMP (STR-17 – STR-19)

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C9	10°12'55"	52.36	293.67	26.25	0+19.25	0+71.61

CURVE TABLE						
CURVE	DELTA	LENGTH	RADIUS	TANGENT	PC	PT
C5	4°01'30"	38.79	552.24	19.41	0+26.09	0+64.89
C6	90°00'00"	62.05	39.50	39.50	2+34.76	2+96.80
C7	90°00'00"	62.05	39.50	39.50	3+67.46	4+29.51

BENCH MARK
TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
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ELEV.=915.52



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STREET CONSTRUCTION

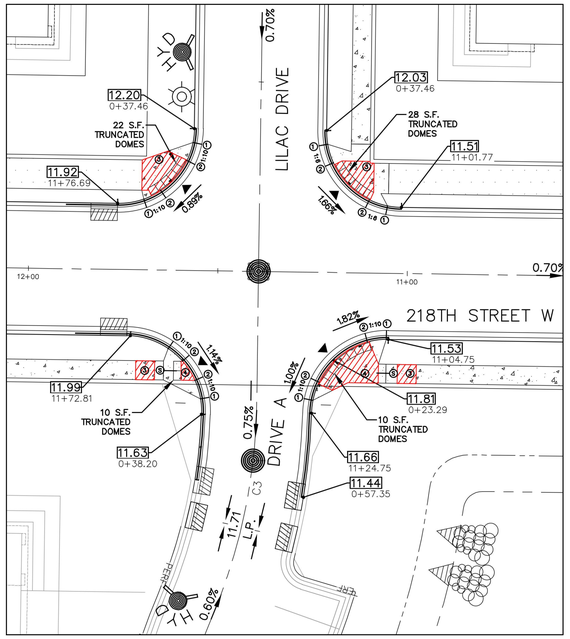
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

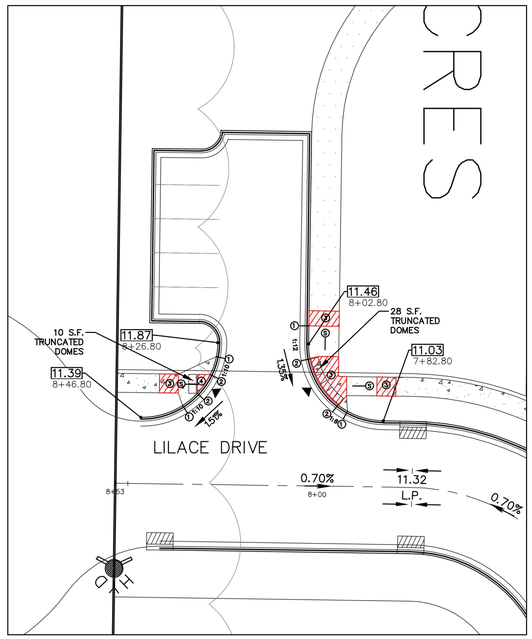
4.04 OF 36

03-ENG-121254-SHEET-ROAD

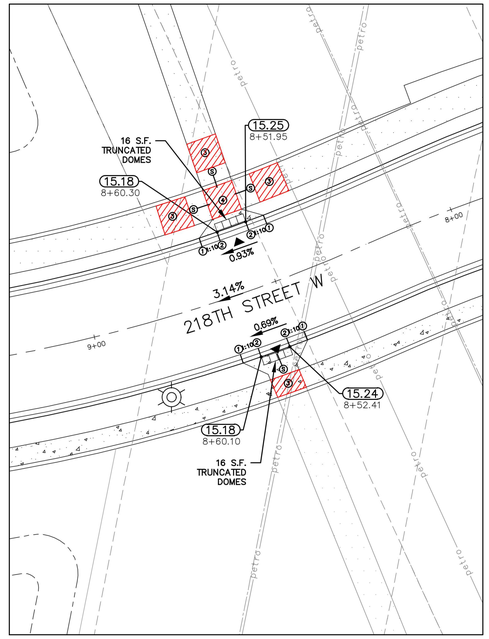
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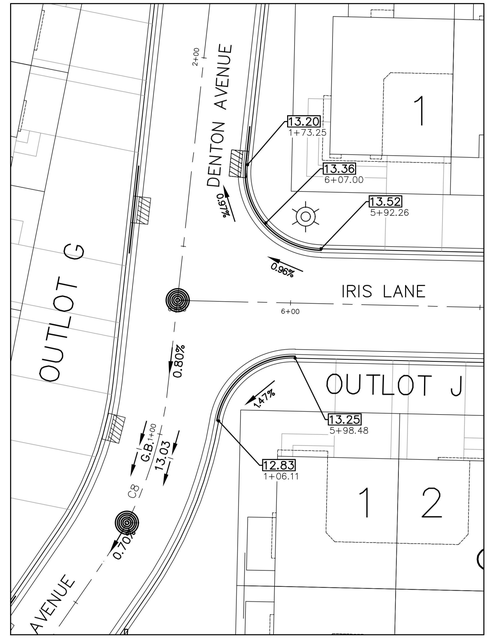
STREET C & 218TH STREET WEST



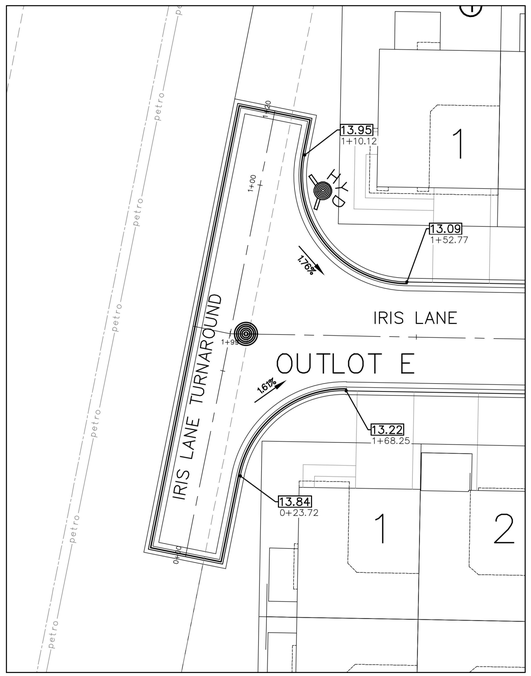
STREET C & PARKING LOT



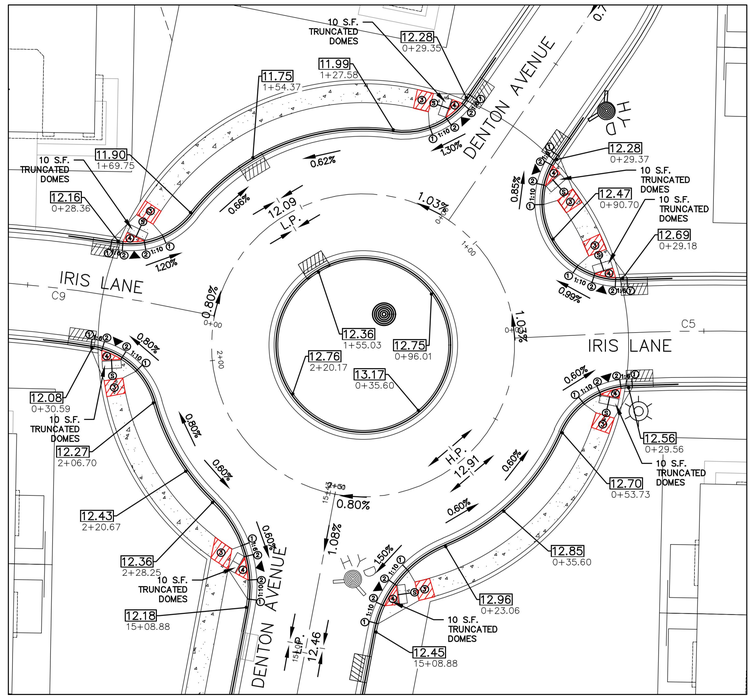
218TH STREET WEST TRAIL CROSSING



DRIVE L & DRIVE M INTERSECTION



DRIVE K TURNAROUND



STREET D ROUNDABOUT

NOTE: ALL PED RAMPS TO BE ADA COMPLIANT

LEGEND

① MATCH FULL CURB HEIGHT

② 0" CURB HEIGHT

③ 4X4 MINIMUM LANDING WITH MAXIMUM 2.0% SLOPE ALL DIRECTIONS

④ MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER.

TRUNCATED DOMES (SEE MNDOT STANDARD PLATE 7038)

LANDING MIN. 4'X4' AND MAX. 2% SLOPE IN ALL DIRECTIONS.

Ⓢ INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE BETWEEN 5.0% MIN. AND 8.3% MAX. IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2%.

Ⓕ INDICATES PEDESTRIAN RAMP – SLOPE SHALL BE GREATER THAN 2.0% MIN. AND LESS THAN 5.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2%.

BENCH MARK

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0 10 20 40

GRAPHIC SCALE IN FEET

03-ENG-121254-SHEET-ROAD

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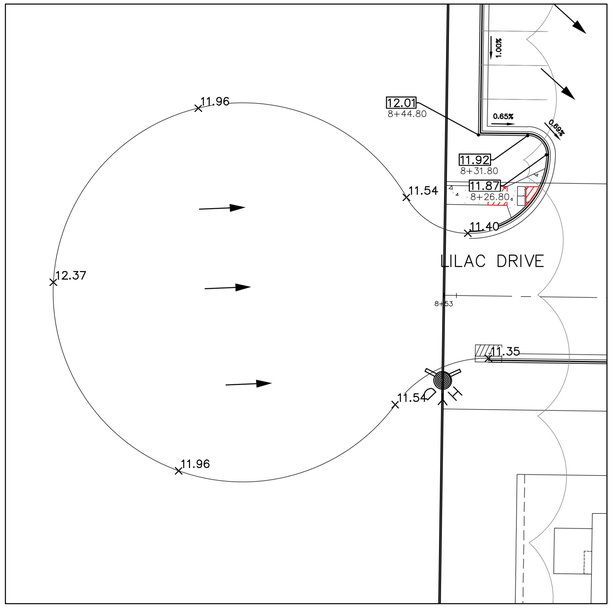
INTERSECTION DETAILS

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PLYMOUTH, MINNESOTA 55446

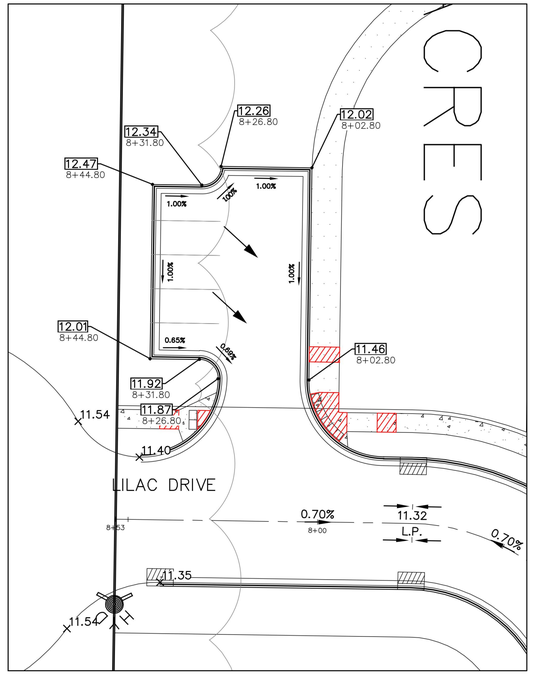
VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

4.11 OF 36

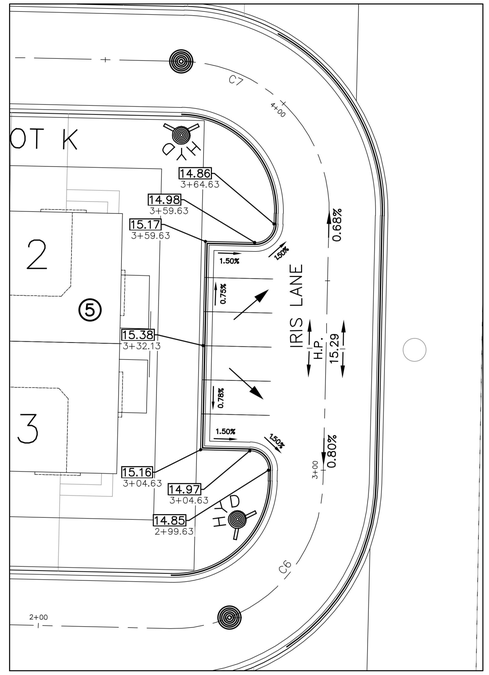
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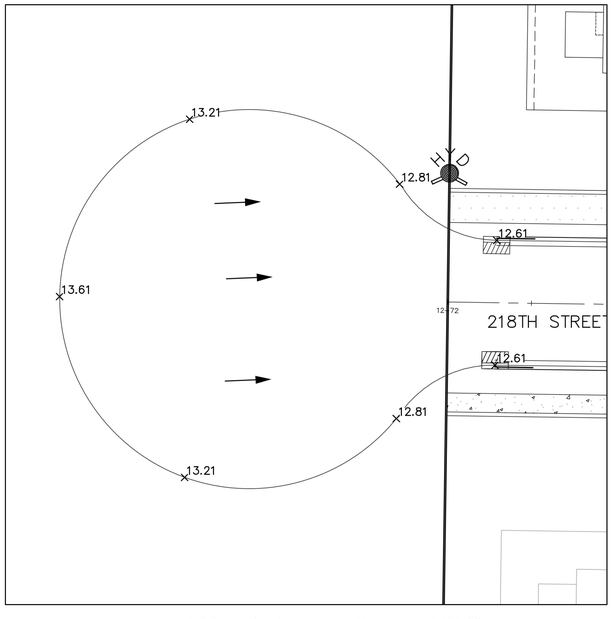
STREET C TEMP SAC



STREET C PARKING BAY



DRIVE M PARKING BAY



218TH STREET WEST TEMP SAC

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NOTE: ALL PED RAMPS TO BE ADA COMPLIANT

LEGEND

1. MATCH FULL CURB HEIGHT
2. 0" CURB HEIGHT
3. 4X4 MINIMUM LANDING WITH MAXIMUM 2.0% SLOPE ALL DIRECTIONS
4. MAX. 2.0% SLOPE IN ALL DIRECTIONS IN FRONT OF GRADE BREAK AND DRAIN TO FLOW LINE. SHALL BE CONSTRUCTED INTEGRAL WITH CURB & GUTTER.

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0 10 20 40
GRAPHIC SCALE IN FEET

03-ENG-121254-SHEET-ROAD

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Date 12-22-2023
Designed JMM
Drawn JMM/MSN

PARKING BAY/TEMP TURNAROUND DETAILS

LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

4.21 OF 36

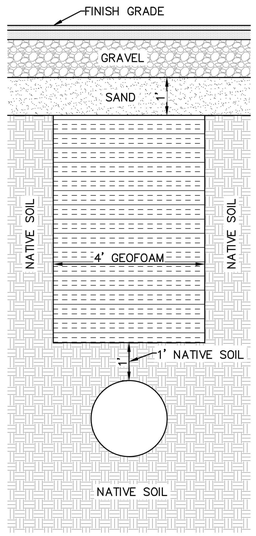
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NOTE:

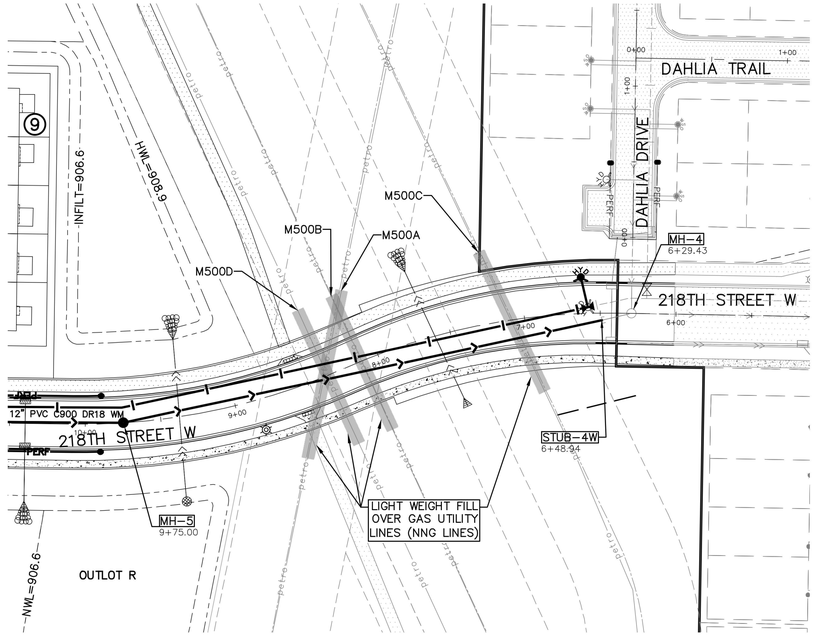
LIGHT WEIGHT FILL TO BE GEOFOAM AT 10 LBS/CF OR APPROVED EQUAL.

GEOFOAM SECTION TO BE 4' WIDE AND SPAN THE LENGTH OF THE GAS PIPE TO THE END LIMITS SHOWN ON THE PLAN. SEE THE GAS CROSSING DETAIL SECTION.

LIGHT WEIGHT FILL AMOUNTS OVER EACH PIPE
M500A = 58.5 CY
M500B = 99.8 CY
M500C = 55.2 CY
M500D = 89.8 CY



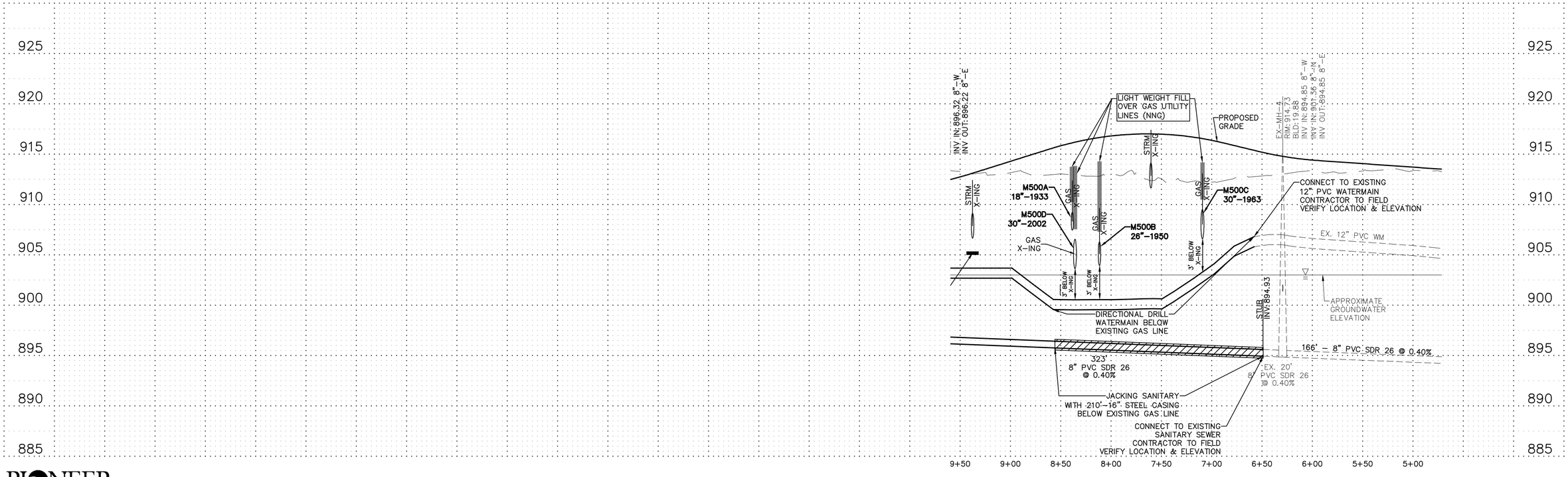
GAS CROSSING DETAIL
TYPICAL SECTION (N.T.S.)



0 25 50 100
GRAPHIC SCALE IN FEET

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218TH STREET WEST



03-ENG-121254-SHEET-FILL

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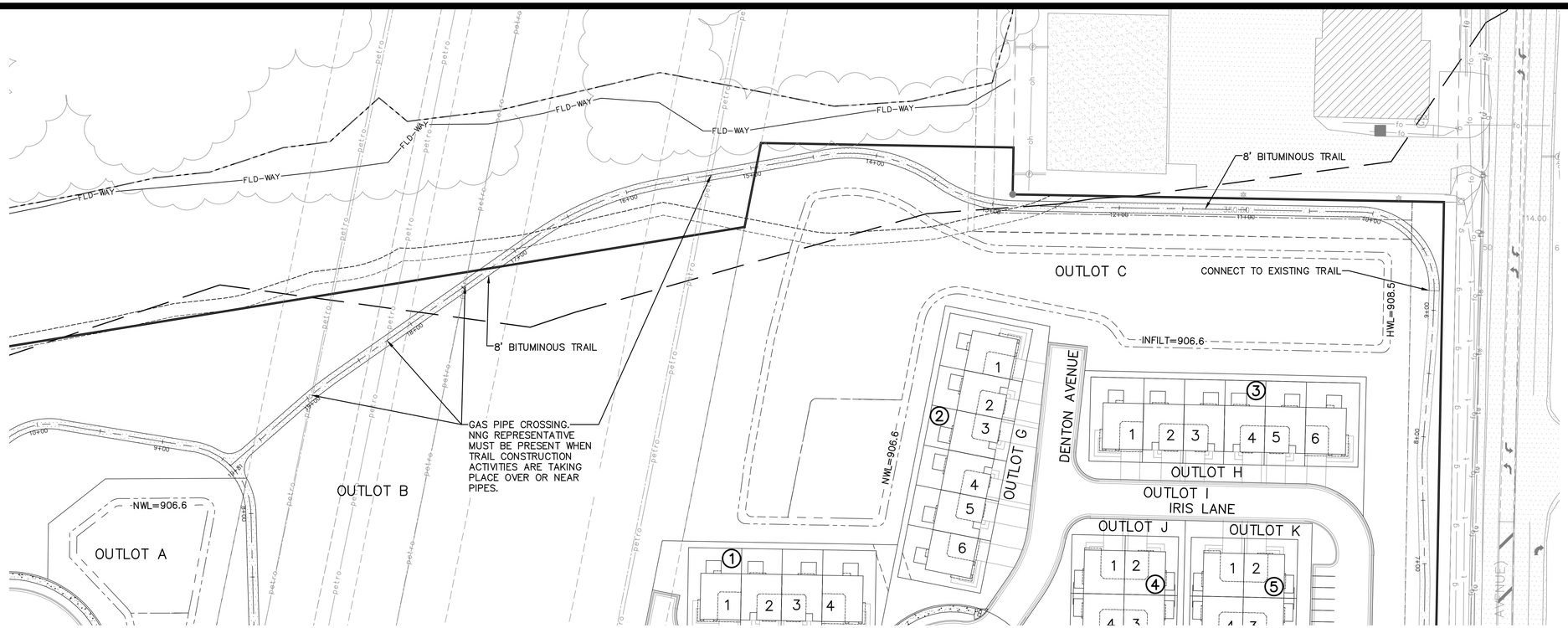
LIGHT WEIGHT FILL PLAN (NNG LINES)

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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

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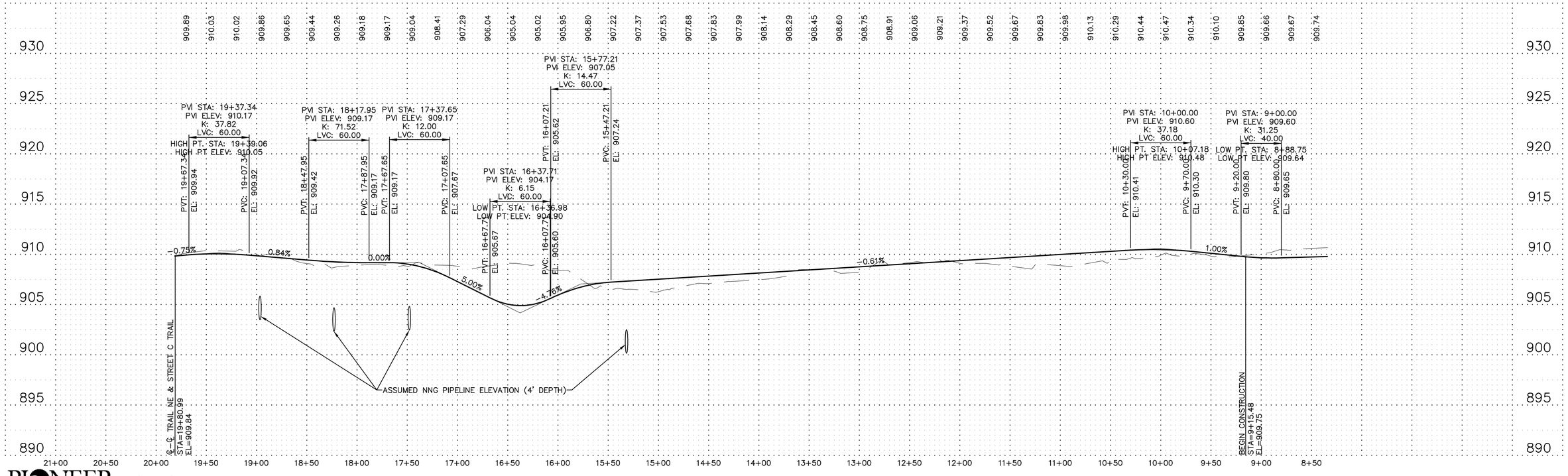


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03-ENG-121254-SHEET-TRAIL

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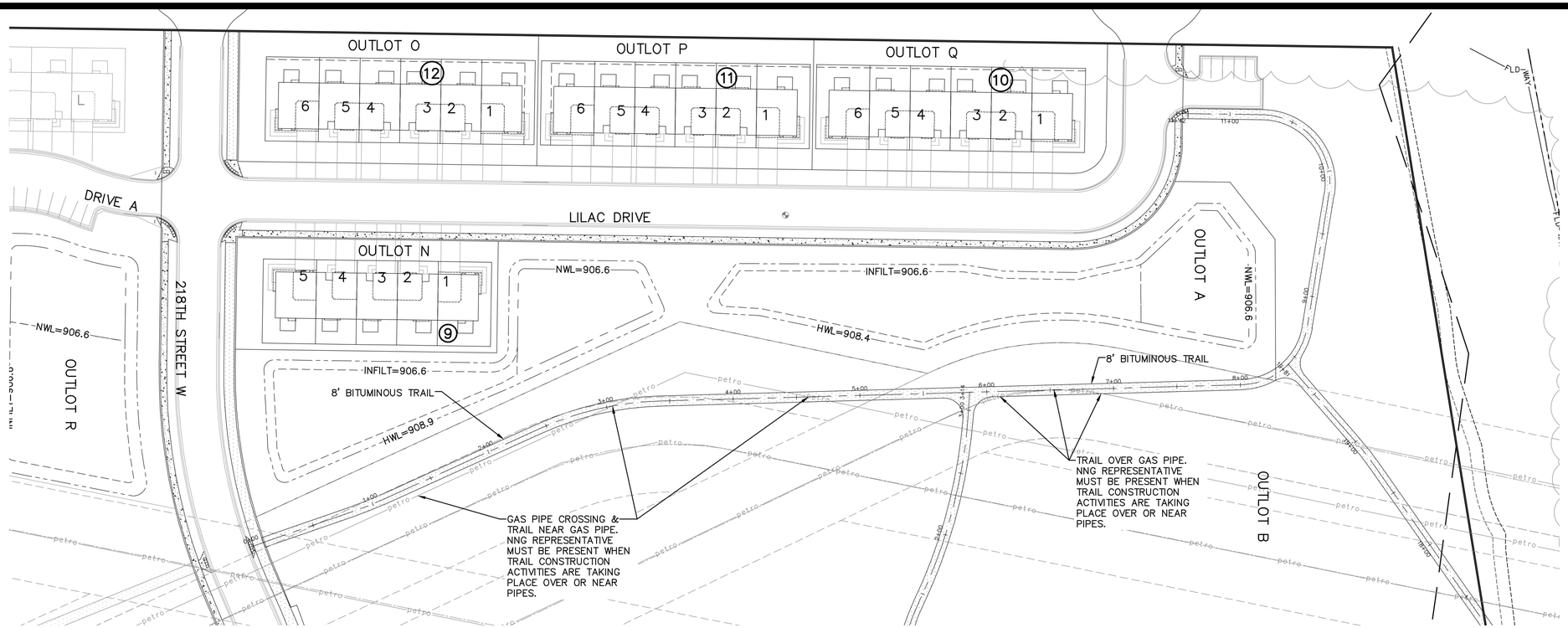
TRAIL CONSTRUCTION PLAN

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FARMINGTON, MN

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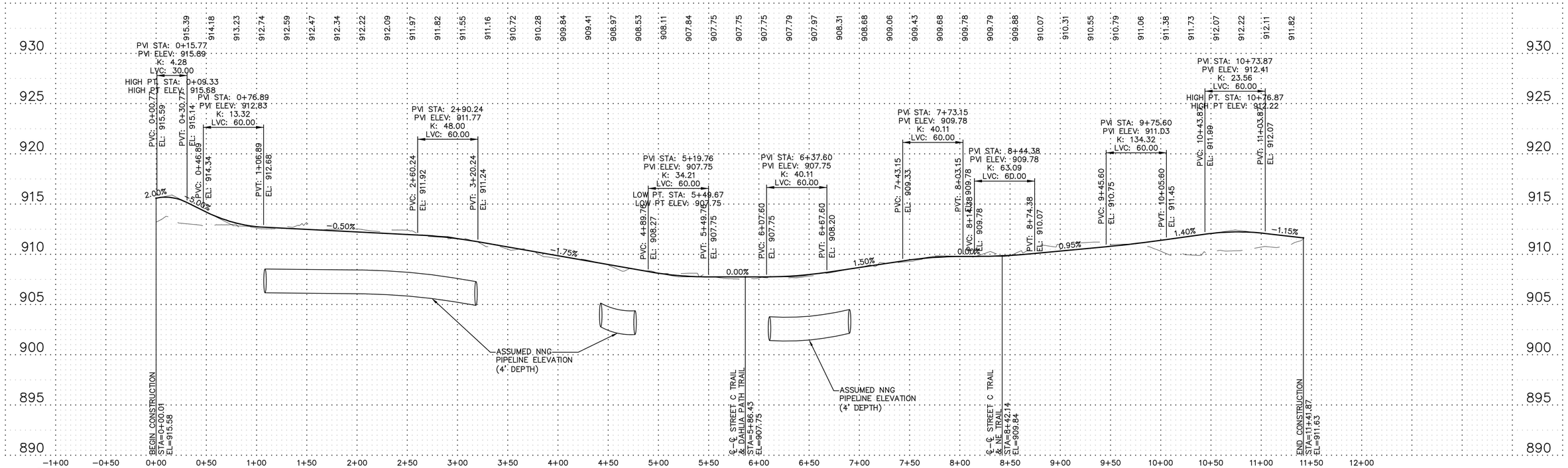
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TRAIL CONSTRUCTION PLAN

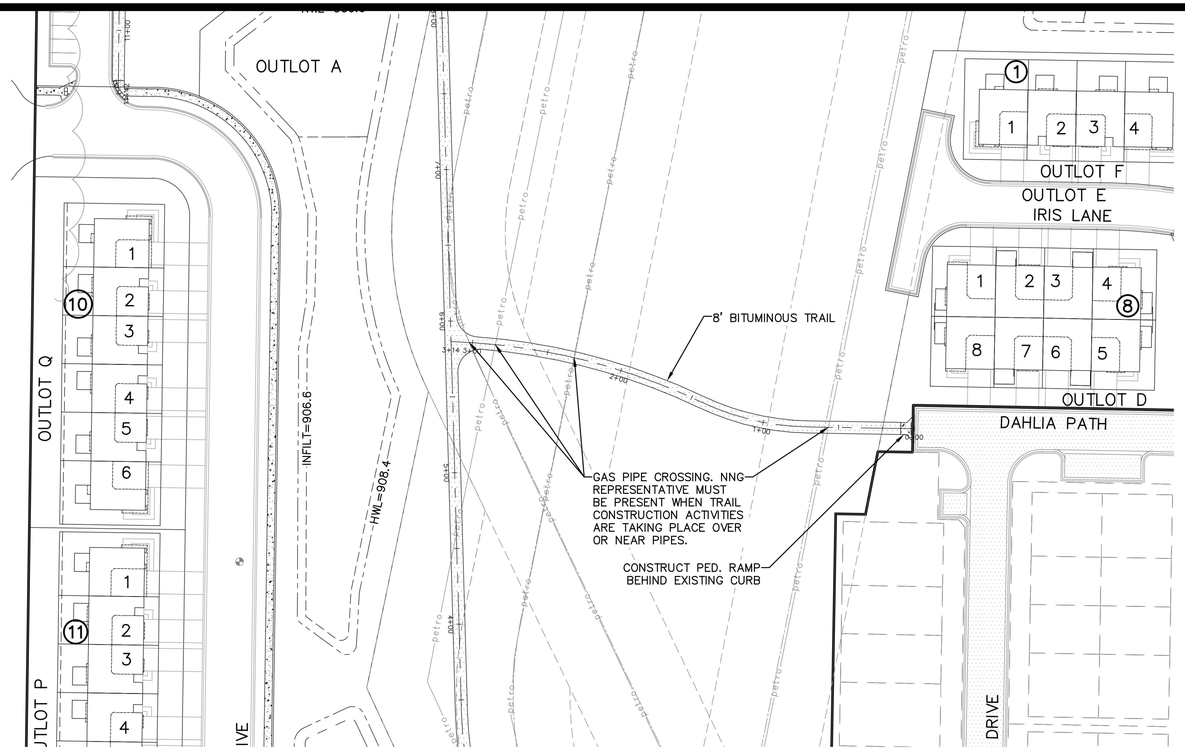
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5.02 OF 36

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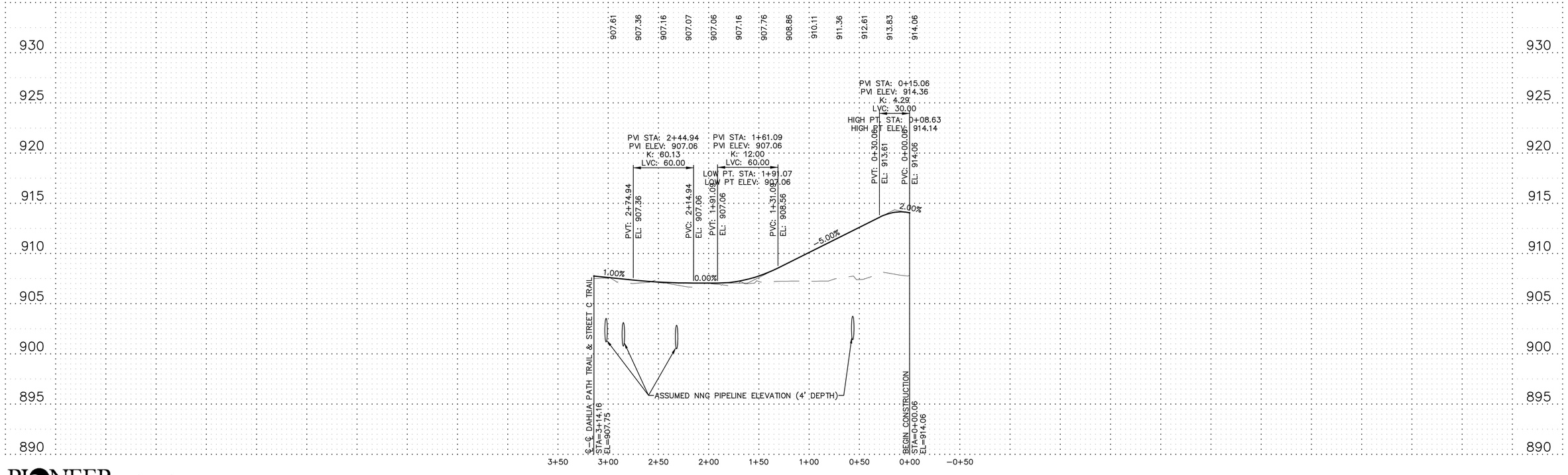
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GRAPHIC SCALE IN FEET

BENCH MARK

TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W. (100' S. OF S.E. QUAD)
ELEV.=915.52



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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JMM
Drawn	JMM/MSN

TRAIL CONSTRUCTION PLAN

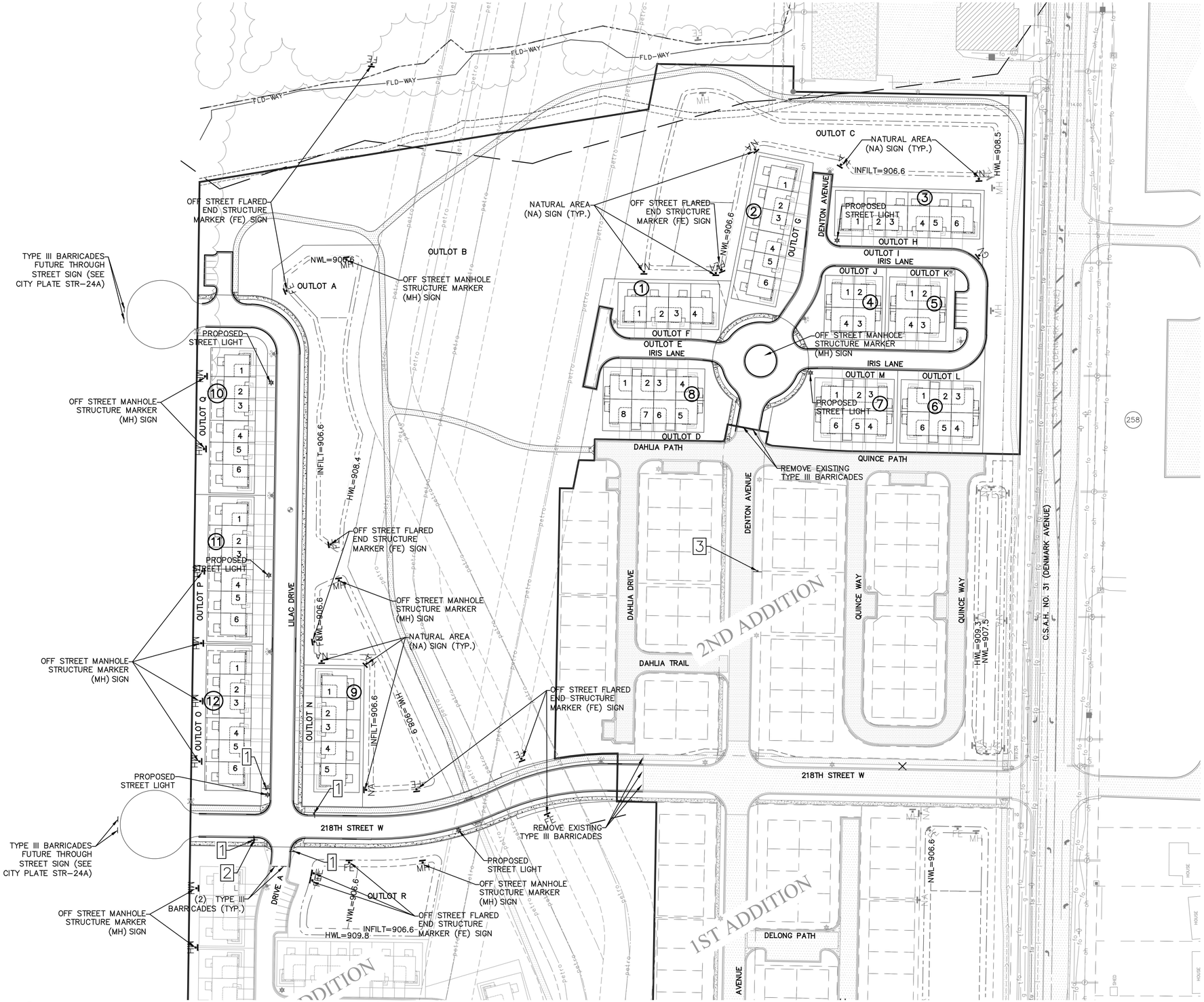
LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

5.03 OF 36

03-ENG-121254-SHEET-TRAIL

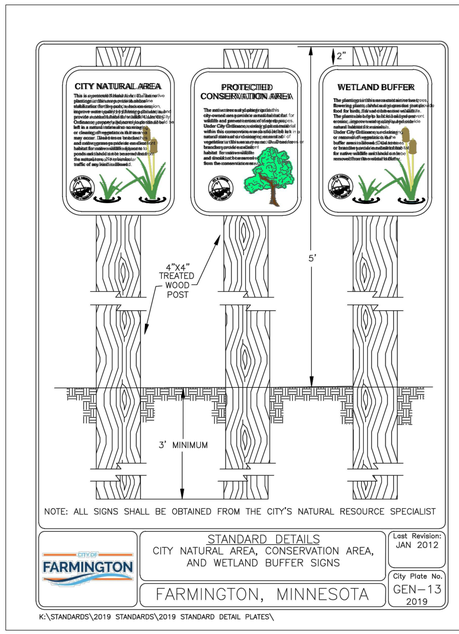
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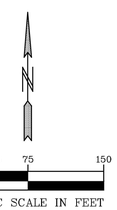


SIGNAGE LEGEND

1	STOP	R1-1 30"x30"
2	STREET NAME	
3		W2-6 30"x30"

NOTES:
1. SEE CITY PLATES GEN-04 – GEN-08 FOR STREET LIGHT DETAILS
2. SEE CITY PLATE GEN-09 FOR REGULATORY SIGN DETAILS
3. SEE CITY PLATE GEN-10 FOR STREET NAME PLATES DETAILS
4. SEE CITY PLATE STR-24 FOR BARRICADE DETAILS
5. SEE CITY PLATE GEN-13 FOR NATURAL AREA SIGN





BENCH MARK
TOP NUT OF HYDRANT AT N.W. QUAD OF DENMARK AVE & SPRUCE ST.
ELEV.=912.71
TOP NUT OF HYDRANT AT S.E. QUAD OF DENMARK AVE & 220TH ST. W.
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03-ENG-121254-SHEET-SIGN

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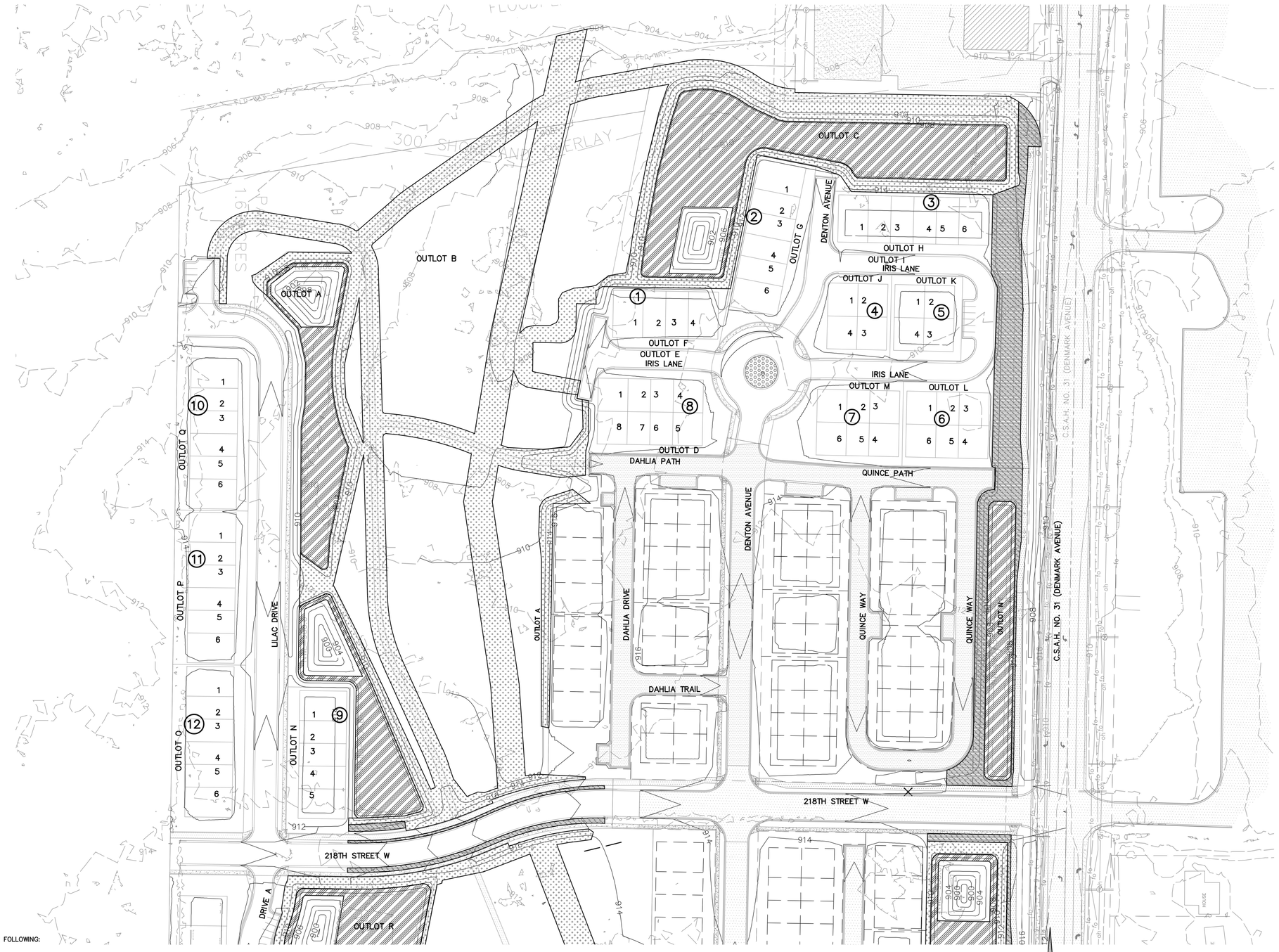
SIGNAGE & STREET LIGHTING PLAN

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6.01 OF 36

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3-YEAR MAINTENANCE PLAN FOR INFILTRATION BASINS AND OPEN SPACE SEEDING:

YEAR 1-3
1. MOWING SHOULD OCCUR AS NECESSARY THROUGHOUT THE GROWING SEASON FOR THE FIRST TWO SEASONS TO PREVENT NOXIOUS WEEDS FROM TAKING HOLD
2. WEEDS SHOULD BE HAND PULLED OR SPOT SPRAYED AS NECESSARY.
3. TYPE 1 MULCH SHOULD BE USED IN BASIN BOTTOM AND TYPE 2 BLANKET SHOULD BE USED ON SLOPES UNLESS THE AREAS ARE HYDRO SEEDED WITH A HEAVY TACKIFIER IN WHICH CASE NO BLANKET OR MULCH WILL BE NECESSARY.
4. IF THE AREA BECOMES SATURATED WITH ANY FREQUENCY, REED CANARY GRASS OR OTHER NOXIOUS WEEDS CAN BECOME A PROBLEM. SETHOXYDIM (OR EQUIVALENT) OR OTHER HERBICIDES WLL BE EFFECTIVE IN CONTROLLING REED CANARY GRASS AND OTHER NOXIOUS WEEDS WITHOUT HARMING SEDGES, RUSHES, AND FORBS.
5. TREES AND SHRUBS SHOULD ONLY BE PRUNED IN THE EVENT OF DAMAGED OR BROKEN BRANCHES.
6. INLETS MUST BE KEPT CLEAR OF DEBRIS.
7. ANY DEBRIS OBSERVED IN INFILTRATION GARDEN SHALL BE REMOVED.
8. NO HEAVY MACHINERY TO BE USED IN INFILTRATION BASINS IN ORDER MAINTAIN THE INTEGRITY OF INFILTRATION

RESTORE ANY DISTURBED AREAS WITH THE FOLLOWING:

PERMANENT TURF RESTORATION SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 25-141 (MESIC GENERAL ROADSIDE) AT 59 POUNDS PER ACRE.
- MULCH SHALL BE MNDOT 3882, TYPE 1 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL, INSTALLED TO MINIMUM 90% COVERAGE OF THE SURFACE AREA DISTURBED.
- MNDOT 3881, TYPE 3 SLOW-RELEASE FERTILIZER, 22-5-10, MINIMUM 70% WATER-INSOLUBLE NITROGEN @ 350 LBS PER ACRE.

PERMANENT BASIN SEEDING SHALL BE DONE IN ACCORDANCE WITH MNDOT 2575 & 3876 CONSISTING OF:
- WET BASIN BENCH/(IN)FILTRATION BASIN: MINNESOTA STATE SEED MIXTURE 33-261 (STORMWATER SOUTH AND WEST) AT 35 POUNDS PER ACRE.
- ABOVE BASIN BENCH TO HIGH WATER LEVEL: MINNESOTA STATE SEED MIXTURE 35-241 (MESIC PRAIRIE GENERAL) AT 36.5 POUNDS PER ACRE.
- MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL,
- MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE

UPLAND/NATURAL AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- MINNESOTA STATE SEED MIXTURE 35-621 (DRY PRAIRIE SOUTHEAST) AT 11.0 POUNDS PER ACRE.
- MULCH SHALL BE MNDOT 3882, TYPE 3 @ 2 TONS PER ACRE OR APPROVED EQUAL AND DISK ANCHORED IN PLACE OR APPROVED EQUAL.
- MNDOT 3881, TYPE 4 NATURAL-BASED FERTILIZER, 18-1-8 @ 120 LBS PER ACRE OR 17-10-7 @ 150 LBS PER ACRE

NO MOW TURF AREA SEEDING SHALL BE DONE IN ACCORDANCE TO MNDOT 2575 & 3876; CONSISTING OF:
- FESCUE SEED

LANDSCAPE MULCH:
- PLACE ROUNDABOUT ISLAND WITH MULCH

0 37.5 75 150
GRAPHIC SCALE IN FEET

BENCH MARK
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ELEV.=912.71
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03-ENG-121254-SHEET-SEED

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SEEDING & BASIN RESTORATION

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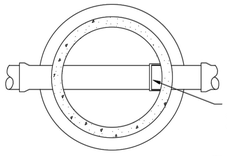
VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

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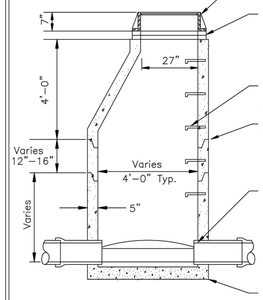
Precast invert must be 1/2 diameter of the pipe and benches sloped 2" toward the invert.

CASTING	A	B
R1642B	27"	7"



Manhole steps shall be placed so that offset vertical portion of cone is facing downstream.

PLAN



Neenah frame and cover or equal, lettered "Sanitary Sewer" with 2 concealed pick holes. See specification for casting number.

Minimum of 2 and maximum of 5 concrete adjustment rings with full bed of mortar between each. 1 ring with mortar = 0.2'. Infishield chimney seal or approved other.

Manhole steps, Neenah R1981J or equal, 16" on center. Aluminum steps approved.

All joints in manhole to have "O" ring rubber gaskets.

Pipe shall be cut out 2" inside face of wall.

KOR–N–SEAL manhole or equal considered acceptable alternate.

Doghouses shall be grouted on the inside and outside.

Minimum thickness of precast base is 6" for structure 14' deep or less, and increases 1" in thickness for every 4' of depth greater than 14'.

SECTION

CITY OF FARMINGTON

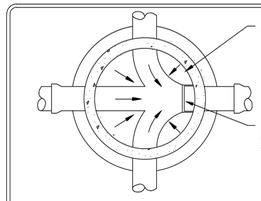
STANDARD DETAILS
SANITARY SEWER MANHOLE

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. SAN–01 2019

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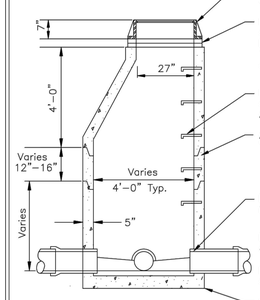


Precast invert must be 1/2 diameter of pipe and benches should be sloped 2" toward invert.

CASTING	A	B
R1642B	27"	7"

Manhole steps shall be placed so that offset vertical portion of cone is facing downstream.

PLAN



Neenah frame and cover or equal lettered "Sanitary Sewer" with 2 concealed pick holes

Minimum of 2 and maximum of 5 concrete adjustment rings with full bed of mortar between each. 1 ring with mortar = 0.2'. Infishield chimney seal or approved equal.

Manhole steps, Neenah R1981J or equal, 16" on center. Aluminum steps approved.

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Doghouses shall be grouted on the inside and outside.

Minimum thickness of precast base is 6" for structures 14' deep or less, and increases 1" in thickness for every 4' of depth greater than 14'.

SECTION

CITY OF FARMINGTON

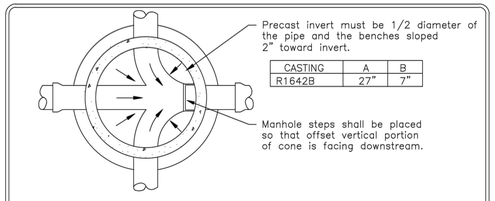
STANDARD DETAILS
SANITARY SEWER JUNCTION MANHOLE

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. SAN–02 2019

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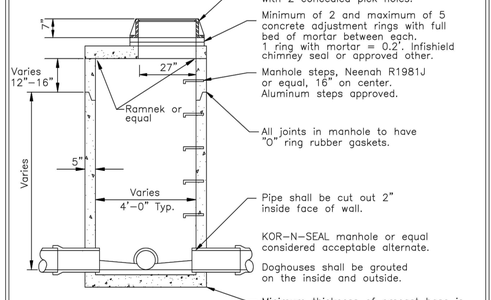


Precast invert must be 1/2 diameter of the pipe and the benches sloped 2" toward invert.

CASTING	A	B
R1642B	27"	7"

Manhole steps shall be placed so that offset vertical portion of cone is facing downstream.

PLAN



Neenah frame and cover or equal, lettered "Sanitary Sewer", with 2 concealed pick holes.

Minimum of 2 and maximum of 5 concrete adjustment rings with full bed of mortar between each. 1 ring with mortar = 0.2'. Infishield chimney seal or approved other.

Manhole steps, Neenah R1981J or equal, 16" on center. Aluminum steps approved.

All joints in manhole to have "O" ring rubber gaskets.

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Minimum thickness of precast base is 6" for structures 14' deep or less, and increases 1" for every 4' of depth greater than 14' deep.

SECTION

CITY OF FARMINGTON

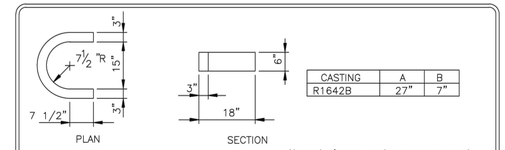
STANDARD DETAILS
SANITARY SEWER JUNCTION MANHOLE WITH REINFORCED TOP SLAB

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. SAN–03 2019

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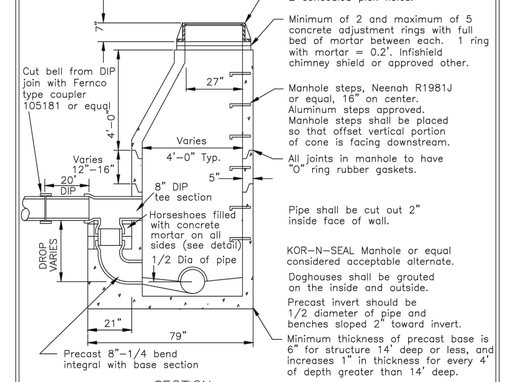


CASTING	A	B
R1642B	27"	7"

PLAN

SECTION

HORSESHOE DETAILS



Neenah frame and cover or equal, lettered "Sanitary Sewer", with 2 concealed pick holes.

Minimum of 2 and maximum of 5 concrete adjustment rings with full bed of mortar between each. 1 ring with mortar = 0.2'. Infishield chimney shield or approved other.

Manhole steps, Neenah R1981J or equal, 16" on center. Aluminum steps approved. Manhole steps shall be placed so that offset vertical portion of cone is facing downstream.

All joints in manhole to have "O" ring rubber gaskets.

Pipe shall be cut out 2" inside face of wall.

KOR–N–SEAL Manhole or equal considered acceptable alternate.

Doghouses shall be grouted on the inside and outside.

Precast invert should be 1/2 diameter of pipe and benches sloped 2" toward invert.

Minimum thickness of precast base is 6" for structure 14' deep or less, and increases 1" in thickness for every 4' of depth greater than 14' deep.

SECTION

CITY OF FARMINGTON

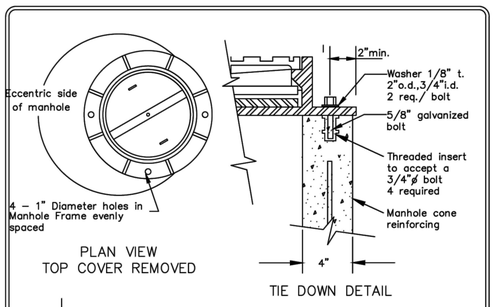
STANDARD DETAILS
SANITARY SEWER DROP INLET MANHOLE

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

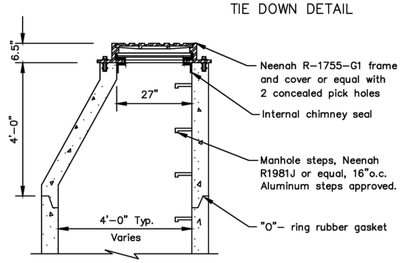
City Plate No. SAN–04 2019

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PLAN VIEW
TOP COVER REMOVED

TIE DOWN DETAIL



Neenah R–1755–G1 frame and cover or equal with 2 concealed pick holes

Internal chimney seal

Manhole steps, Neenah R1981J or equal, 16"o.c. Aluminum steps approved.

"O"– ring rubber gasket

ECCENTRIC
WATERTIGHT MANHOLE

CITY OF FARMINGTON

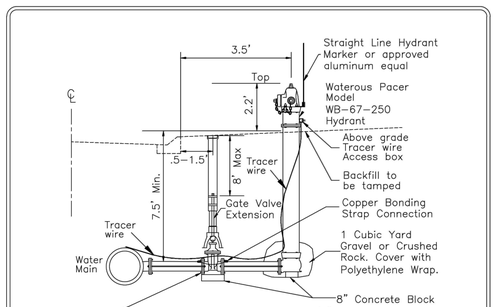
STANDARD DETAILS
WATERTIGHT CASTING FOR SANITARY SEWER MANHOLE

Last Revision: JAN 2004

FARMINGTON, MINNESOTA

City Plate No. SAN–05 2019

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Straight Line Hydrant Marker or approved aluminum equal

Waterous Pacer Model WB–67–250 Hydrant

Above grade Tracer wire Access box

Backfill to be tamped

Copper Bonding Strap Connection

1 Cubic Yard Gravel or Crushed Rock. Cover with Polyethylene Wrap.

8" Concrete Block

Tie all fittings with Min. of two, 3/4" Diameter Rods (Stainless steel or Epoxy coated), with Megalugs, or with AFC ALPHA ends.

NOTES:
1. Factory installed plugs required whenever hydrants are installed in areas with high groundwater level, as determined by dewatering requirements and City Engineer. All nozzles should be painted black for all hydrants with plugged drain holes. Hydrants with no plugs shall be painted all red.
2. All ductile iron watermain fittings shall be fusion bonded epoxy coated.
3. Hydrants shall be marked with stainless steel tag from factory.
4. All watermain bolts shall be core–blue or approved equal.
5. Hydrants must be stamped for the year installed or up to one year previous.
6. Extensions are required on gate valves >8' deep.
7. Gate valve shall be installed in accordance with City Plate No. WAT–02.
8. Tracer wire shall be 12 gage copper clad steel, extra high strength with minimum 450 lb break load, with minimum 30 mil HDPE insulation thickness.
9. Connections between wires shall be installed with 3–way lockable connectors with dielectric silicon fill to seal out moisture and corrosion.

CITY OF FARMINGTON

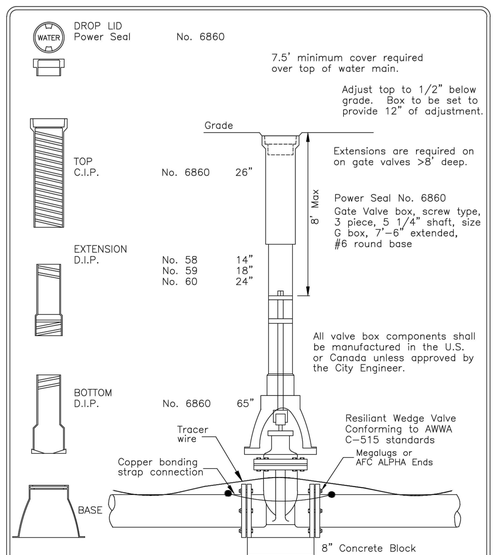
STANDARD DETAILS
HYDRANT

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. WAT–01 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\



Note: All water main bolts are to be core–blue or approved equal.

CITY OF FARMINGTON

STANDARD DETAILS
GATE VALVE AND BOX

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

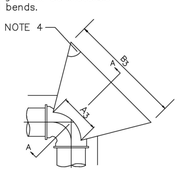
City Plate No. WAT–02 2019

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NOTES:
1. Shape of back of buttress may vary as long as poured against firm undisturbed earth.
2. Dimension C1,C2,C3 should be large enough to make angle Θ equal to or larger than 45°.
3. Dimension A1,A2,A3 should be as large as possible without interfering with MJ bolts.
4. Θ = 45° Minimum.
5. Place polyethylene between Concrete & pipe.
5. Megalugs shall be installed on all bends.

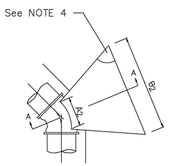
PIPE SIZE	BUTTRESS DIMENSIONS					
	22 1/2° BEND		45° BEND		90° BEND	
	B_1	D_1	B_2	D_2	B_3	D_3
6"	1'–5"	1'–5"	1'–5"	1'–5"	2'–1"	1'–6"
8"	1'–5"	1'–5"	2'–1"	1'–6"	2'–8"	2'–0"
12"	1'–10"	1'–10"	3'–4"	2'–0"	4'–9"	2'–6"
16"	3'–0"	2'–0"	3'–10"	3'–0"	6'–2"	3'–6"
20"	3'–6"	2'–8"	5'–6'	3'–4"	8'–4"	4'–0"
24"	4'–4"	3'–0"	6'–10"	3'–10"	9'–8"	5'–0"
30"	–	–	9'–3"	6'–0"	17'–0"	6'–0"

Θ – See NOTE 4



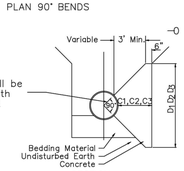
PLAN 90° BENDS

Θ – See NOTE 4



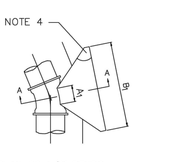
PLAN 45° BENDS

Θ – See NOTE 4



Concrete shall be in contact with this quadrant of pipe

SECTION A–A



PLAN 22 1/2° BENDS

Note: All water main bolts shall be core–blue or approved equal.

CITY OF FARMINGTON

STANDARD DETAILS
CONCRETE THRUST BLOCKING

Last Revision: FEB 2002

FARMINGTON, MINNESOTA

City Plate No. WAT–05 2019

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Reg. No. 45831 Date 12-22-2023

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Drawn JMM/MSN

DETAILS

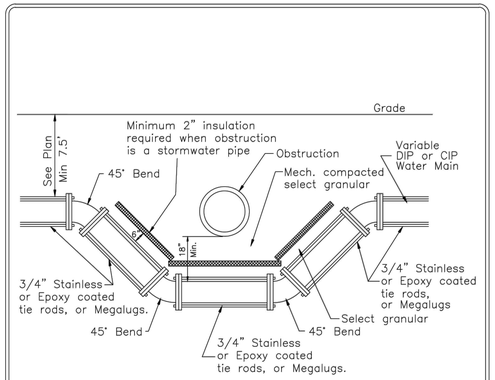
LENNAR
16305 36TH AVENUE NORTH
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

03-ENG-121254-SHEET-DTLS

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NOTE:

1. All fittings shall be fusion bonded epoxy coated ductile iron to meet or exceed ANSI/AWWA C550 and C116/A21.116 requirements.
2. Select granular will be required between insulation, water main, and obstruction.
3. All bends shall have megalugs or tie rods with blocking in accordance with City Plate No. WAT–05.
4. Copper bonding strap connections shall be used to connect all sections of pipe.
5. All water main bolts shall be core–blue or approved equal.

CITY OF FARMINGTON

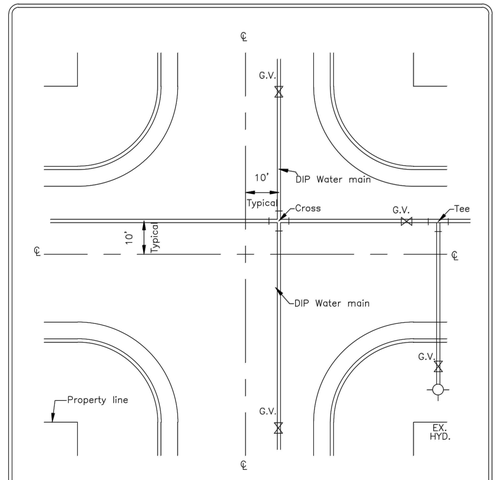
STANDARD DETAILS
WATER MAIN OFFSET

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. WAT–06 2019

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NOTE:

1. See City Plate No. WAT–01 for typical hydrant and gate valve layout.
2. See City Plate No. SER–01A and SER–01Ap for typical water service connection.
3. All water main shall be placed north and east of the center line of road.
4. All ductile iron water main fittings shall be fusion bonded epoxy coated.

CITY OF FARMINGTON

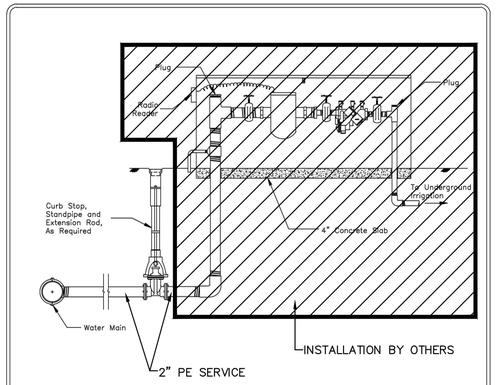
STANDARD DETAILS
TYPICAL GATE VALVE LAYOUT

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. WAT–07 2019

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NOTE:

1. To winterize, remove and drain meter, siphon water from feed line, blow out irrigation lines and reinstall meter.
2. Security box must be maintenance free protective enclosure, with hinged top.

CITY OF FARMINGTON

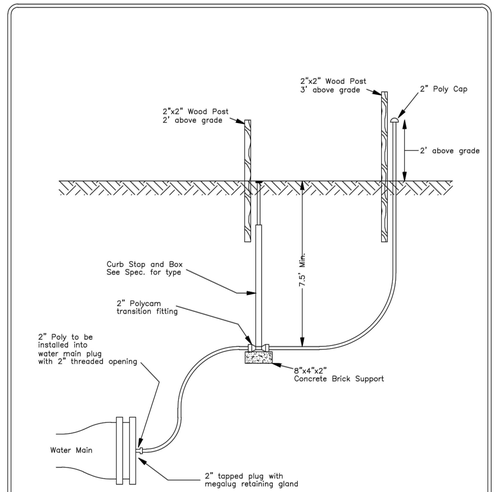
STANDARD DETAILS
IRRIGATION SYSTEM TAP, METER, AND BACKFLOW PREVENTOR ASSEMBLY

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. WAT–08 2019

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CITY OF FARMINGTON

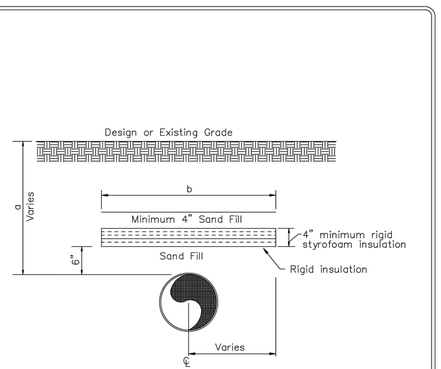
STANDARD DETAILS
AIR BLEED

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. WAT–09 2019

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NOTE: Pipe shall be centered under insulation unless otherwise specified.

COVER OVER PIPE – a	WIDTH OF INSULATING BOARD – b
2'	11'
3'	9'
4'	7'
5'	5'
6'	3'

CITY OF FARMINGTON

STANDARD DETAILS
INSULATION

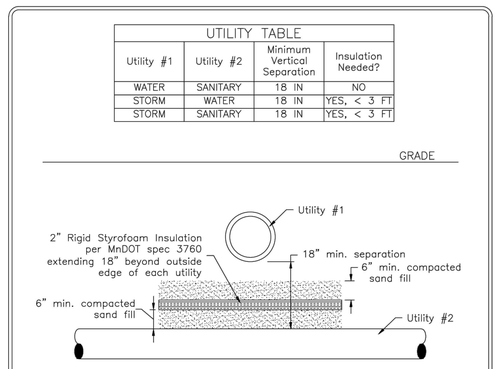
FARMINGTON, MINNESOTA

Last Revision: MAY 2000

City Plate No. GEN–02 2019

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UTILITY TABLE			
Utility #1	Utility #2	Minimum Vertical Separation	Insulation Needed?
WATER	SANITARY	18 IN	NO
STORM	WATER	18 IN	YES, < 3 FT
STORM	SANITARY	18 IN	YES, < 3 FT



NOTE:

1. Any insulation seams shall be taped and overlap a minimum of 12"
2. Utility #1 to be insulated for cover per City Plate No. GEN–02.

CITY OF FARMINGTON

STANDARD DETAILS
UTILITY CROSSINGS

FARMINGTON, MINNESOTA

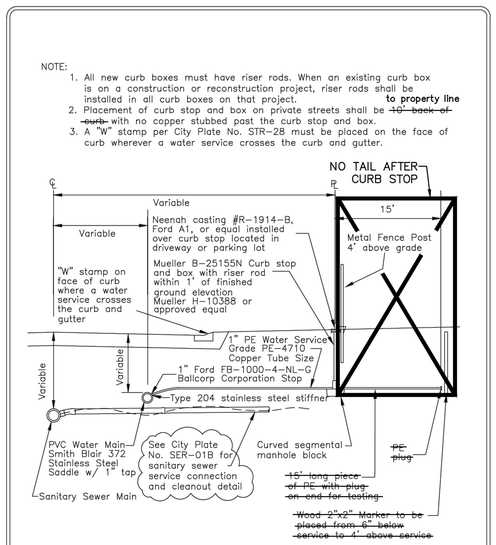
Last Revision: FEB 2017

City Plate No. GEN–16 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\

NOTE:

1. All new curb boxes must have riser rods. When an existing curb box is on a construction or reconstruction project, riser rods shall be installed in all curb boxes on that project.
2. Placement of curb stop and box on private streets shall be ~~10' back of curb~~ to property line with no copper stubbed past the curb stop and box.
3. A "W" stamp per City Plate No. STR–28 must be placed on the face of curb wherever a water service crosses the curb and gutter.



CITY OF FARMINGTON

STANDARD DETAILS
PE WATER SERVICE CONNECTION to PVC WATERMAIN

FARMINGTON, MINNESOTA

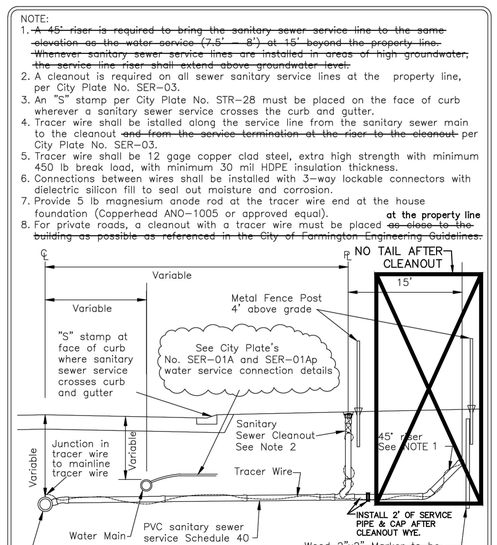
Last Revision: JAN 2019

City Plate No. SER–01Ap 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\

NOTE:

1. ~~A 45° riser is required to bring the sanitary sewer service line to the same elevation as the water service (7.5' – 8') at 15' beyond the property line. Whenever sanitary sewer services lines are installed in areas of high groundwater, the service line riser shall extend above groundwater level.~~
2. A cleanout is required on all sewer sanitary service lines at the property line, per City Plate No. SER–03.
3. An "S" stamp per City Plate No. STR–28 must be placed on the face of curb wherever a sanitary sewer service crosses the curb and gutter.
4. Tracer wire shall be installed along the service line from the sanitary sewer main to the cleanout ~~and from the service termination at the riser to the cleanout~~ per City Plate No. SER–03.
5. Tracer wire shall be 12 gage copper clad steel, extra high strength with minimum 450 lb break load, with minimum 30 mil HDPE insulation thickness.
6. Connections between wires shall be installed with 3–way lockable connectors with dielectric silicon fill to seal out moisture and corrosion.
7. Provide 5 lb magnesium anode rod at the tracer wire end at the house foundation (Copperhead ANO–1005 or approved equal).
8. For private roads, a cleanout with a tracer wire must be placed ~~as close to the building as possible as referenced in the City of Farmington Engineering Guidelines.~~ at the property line



CITY OF FARMINGTON

STANDARD DETAILS
SANITARY SEWER SERVICE CONNECTION

FARMINGTON, MINNESOTA

Last Revision: JAN 2019

City Plate No. SER–01B 2019

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

DETAILS

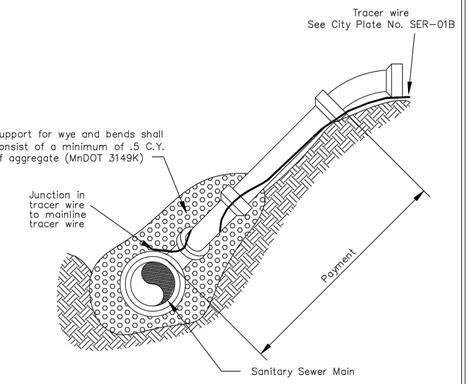
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NOTE:
1. Service shall be a minimum of 10' deep at the right of way or easement line unless otherwise approved by the City Engineer.
2. Provide 5 lb magnesium anode rod at tracer wire end at house foundation. (Copperhead ANO-1005 or approved equal).
3. Tracer wire shall be 12 gage copper clad steel, extra high strength with minimum 450 lb break load, with minimum 30 mil HDPE insulation thickness.
4. Connections between wires shall be installed with 3-way lockable connectors with dielectric silicon fill to seal out moisture and corrosion.
5. See Guildlines for details on deep service connection requirements.

CITY OF FARMINGTON

STANDARD DETAILS
SANITARY SEWER SERVICE RISER

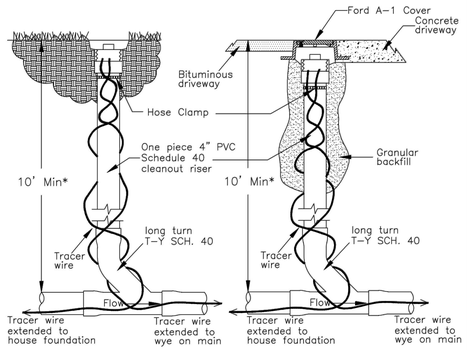
Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. SER-02 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\

NOTE:
1. Cleanout shall be capped with a PVC sewer cleanout adapter and galvanized metal square head screw-in plug (Matco-Norca MGPL11 or approved equal).
2. Tracer wires shall be run outside of service from the street wye (with an anode rod) to the cleanout and from the cleanout to the house foundation.
3. Tracer wires shall extend 12" beyond the top of the cleanout cap and shall be secured to the riser with a stainless steel hose clamp.
4. Tracer wire shall be 12 gage copper clad steel, extra high strength with minimum 450 lb break load, with minimum 30 mil HDPE insulation thickness.
5. Connections between wires shall be installed with 3-way lockable connectors with dielectric silicon fill to seal out moisture and corrosion.
6. Cleanouts in driveways shall require a Ford A-1 Cover or approved equal for access.



CLEANOUT IN TURF CLEANOUT IN DWY

*Unless otherwise approved by the City Engineer.

CITY OF FARMINGTON

STANDARD DETAILS
SANITARY SEWER SERVICE LINE CLEANOUT

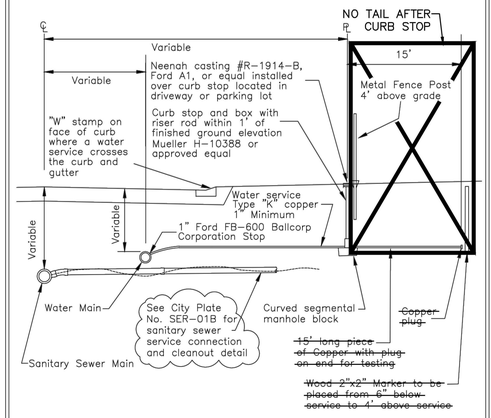
Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. SER-03 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\

NOTE:
1. All new curb boxes must have riser rods. When an existing curb box is on a construction or reconstruction project, riser rods shall be installed in all curb boxes on that project.
2. Placement of curb stop and box on private streets shall be ~~10' back of curb~~ to property line with no copper stubbed past the curb stop and box.
3. A "W" stamp per City Plate No. STR-28 must be placed on the face of curb wherever a water service crosses the curb and gutter.



CITY OF FARMINGTON

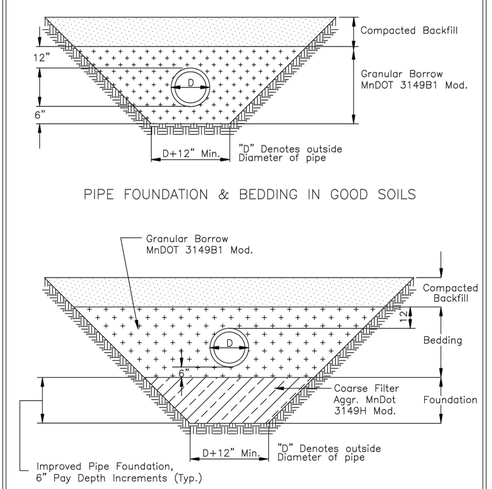
STANDARD DETAILS
WATER SERVICE CONNECTION
COPPER SERVICE PIPE

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. SER-01A 2019

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CITY OF FARMINGTON

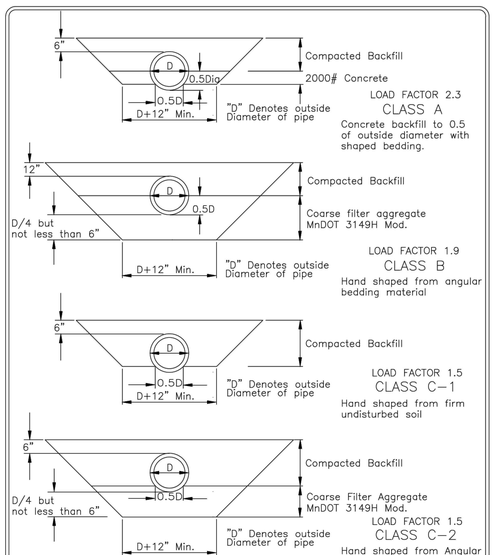
STANDARD DETAILS
BEDDING METHODS
FOR PVC

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. BED-01 2019

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CITY OF FARMINGTON

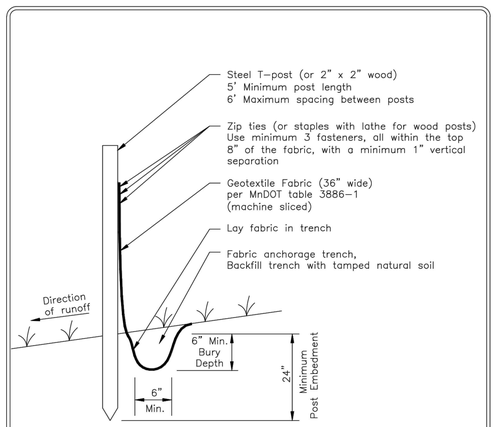
STANDARD DETAILS
BEDDING METHODS
FOR RCP AND DIP

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. BED-02 2019

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NOTE:

1. Following geotextile installation but prior to post installation, compact soil with light equipment.
2. Machine sliced (City Plate No. ERO-01A) is the assumed standard installation method. Alternative methods require prior approval.

CITY OF FARMINGTON

STANDARD DETAILS
SILT FENCE
HEAVY DUTY

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. ERO-02 2019

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

DETAILS

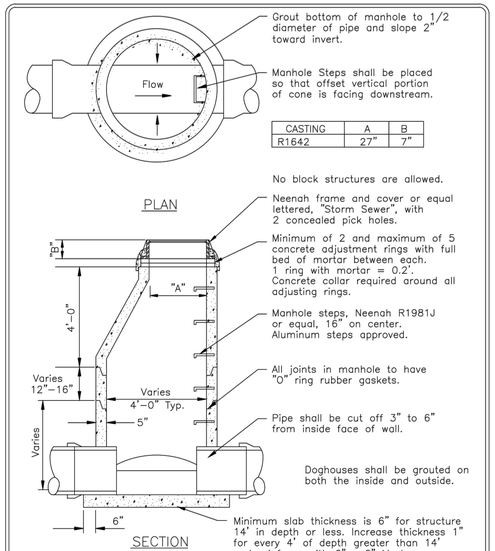
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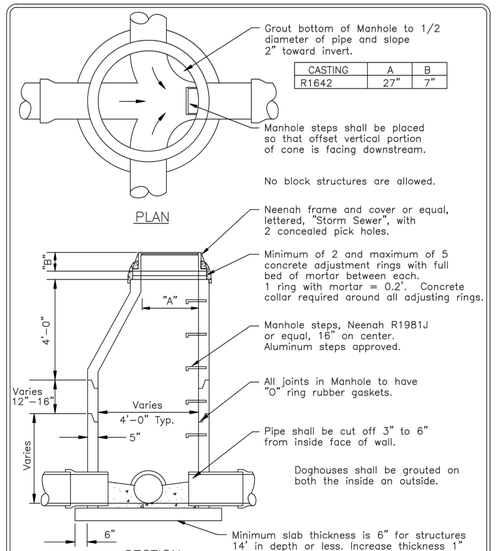
STANDARD DETAILS
STORM SEWER MANHOLE

Last Revision: JAN 2012

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City Plate No. STO-01 2019

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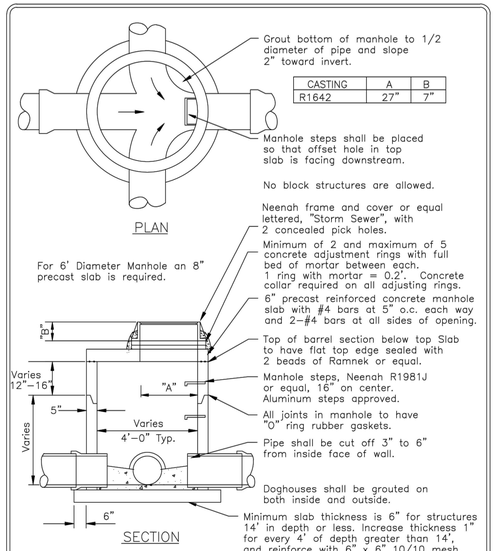
STANDARD DETAILS
STORM SEWER JUNCTION MANHOLE

Last Revision: JAN 2012

FARMINGTON, MINNESOTA

City Plate No. STO-02 2019

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CITY OF FARMINGTON

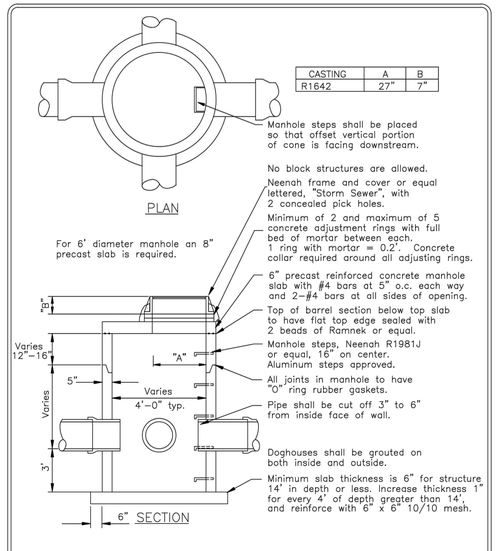
STANDARD DETAILS
STORM SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB

Last Revision: JAN 2012

FARMINGTON, MINNESOTA

City Plate No. STO-03 2019

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CITY OF FARMINGTON

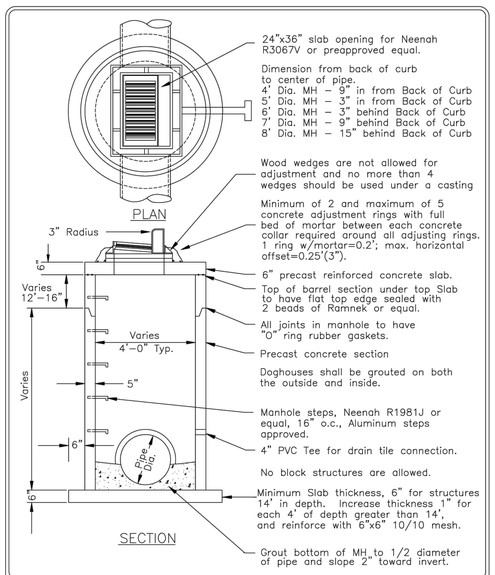
STANDARD DETAILS
STORM SEWER JUNCTION MANHOLE
WITH REINFORCED TOP SLAB AND SUMP

Last Revision: JAN 2012

FARMINGTON, MINNESOTA

City Plate No. STO-04 2019

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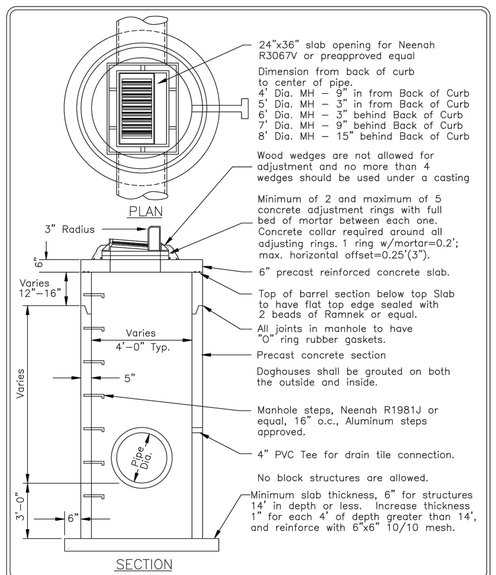
STANDARD DETAILS
CATCH BASIN MANHOLE

Last Revision: FEB 2017

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City Plate No. STO-05 2019

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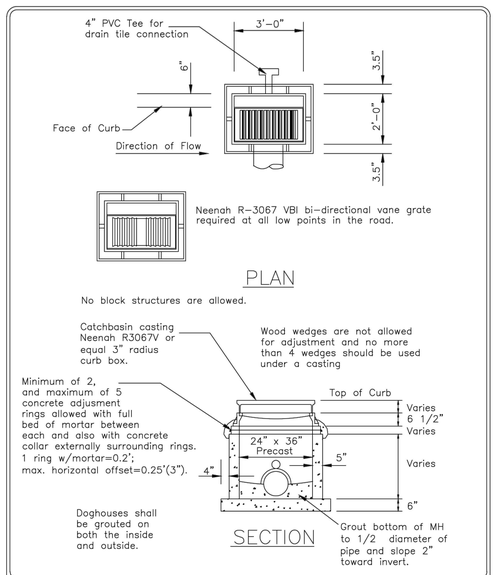
STANDARD DETAILS
CATCH BASIN MANHOLE WITH SUMP

Last Revision: FEB 2017

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City Plate No. STO-06 2019

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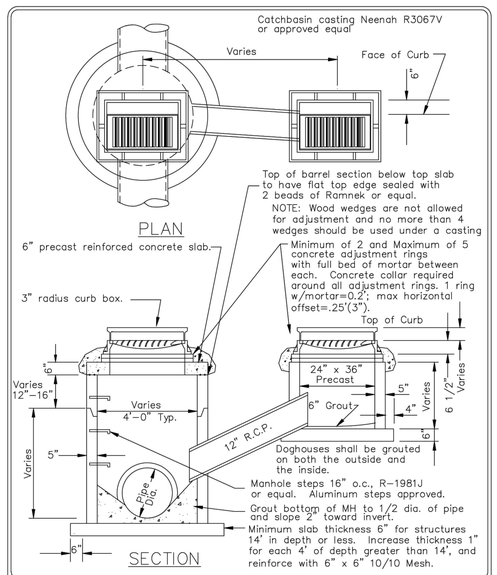
STANDARD DETAILS
CATCH BASIN

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. STO-07 2019

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CITY OF FARMINGTON

STANDARD DETAILS
DOUBLE CATCH BASIN
(CBMH WITH CB)

Last Revision: JAN 2012

FARMINGTON, MINNESOTA

City Plate No. STO-08 2019

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
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2. 3-22-24 City Comments

Date 12-22-2023
Designed JMM
Drawn JMM/MSN

DETAILS

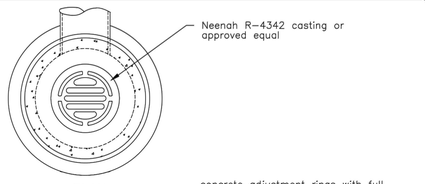
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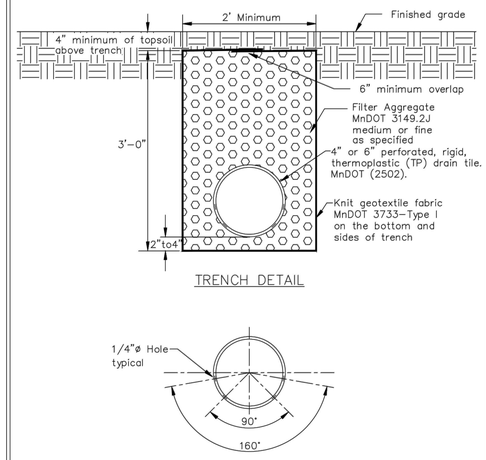
STANDARD DETAILS
CATCH BASIN MANHOLE
TYPE II

Last Revision: JAN 2012

FARMINGTON, MINNESOTA

City Plate No. STO-09 2019

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STANDARD DETAILS
PVC (RIGID) PERFORATED PIPE

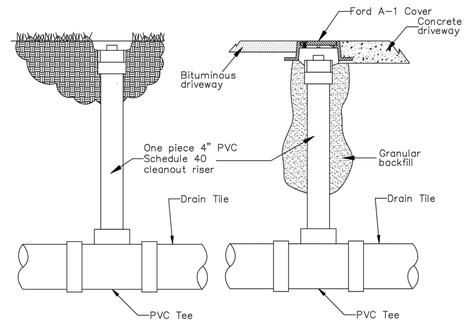
Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. STO-15 2019

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NOTE:
3. Cleanouts shall be installed every 150' and at all dead ends for mainline drain tile.
4. Cleanouts shall be capped with a PVC sewer cleanout adapter and galvanized metal square head screw-in plug (Matco-Norca MGPL11 or approved equal).
5. Cleanouts in driveways shall require a Ford A-1 Cover or approved equal for access.



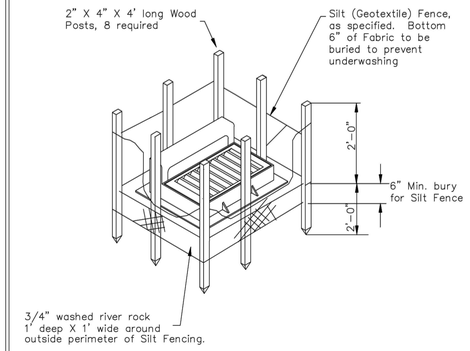
STANDARD DETAILS
DRAIN TILE CLEANOUT

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. STO-15A 2019

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NOTES:
Contractor to set posts and fabric around the basin during the backfilling operation. Size and shape of the barrier shall be modified to fit structure. Silt fence to be placed around entire perimeter. Top of silt fence to have 12" minimum clearence to existing grade.

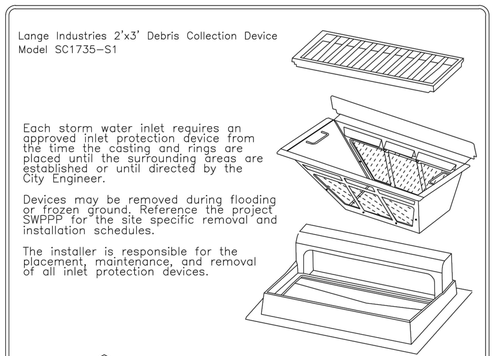
STANDARD DETAILS
EROSION CONTROL AROUND CATCH BASIN

Last Revision: MAY 2000

FARMINGTON, MINNESOTA

City Plate No. ERO-04 2019

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STANDARD DETAILS
INLET PROTECTION DEVICES

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. ERO-12 2019

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Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JMM
Drawn	JMM/MSN

DETAILS

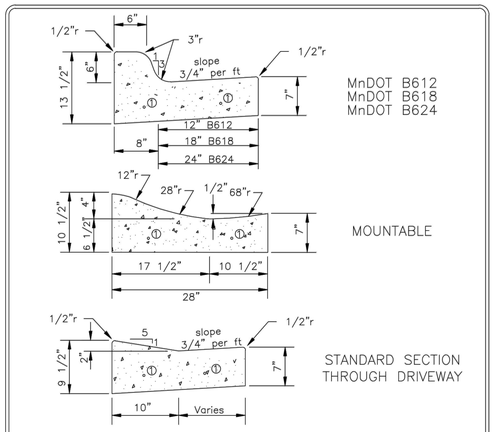
LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

03-ENG-121254-SHEET-DTLS

8.05 OF 36

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NOTE:

① Place #4 rebar as shown, where curb crosses utility trenches with 1 1/2" of cover.

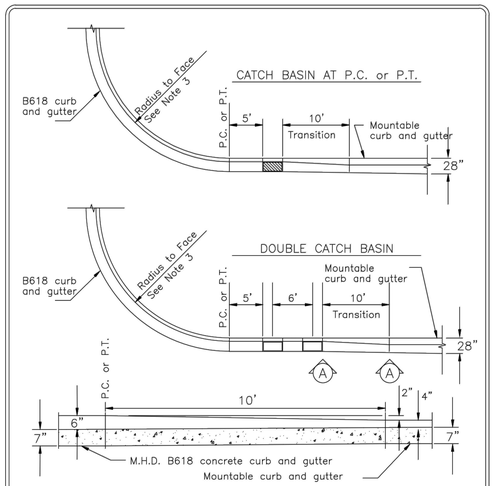
② Place a "W" stamp per City Plate No. STR–28 on face of curb where curb and gutter crosses a water service.

③ Place an "S" stamp per City Plate No. STR–28 on face of curb where curb and gutter crosses a sanitary sewer service.

MnDOT 3F32 concrete shall be used for curb and gutter.

CITY OF FARMINGTON	STANDARD DETAILS CURB AND GUTTER	Last Revision: MAR 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–01 2019

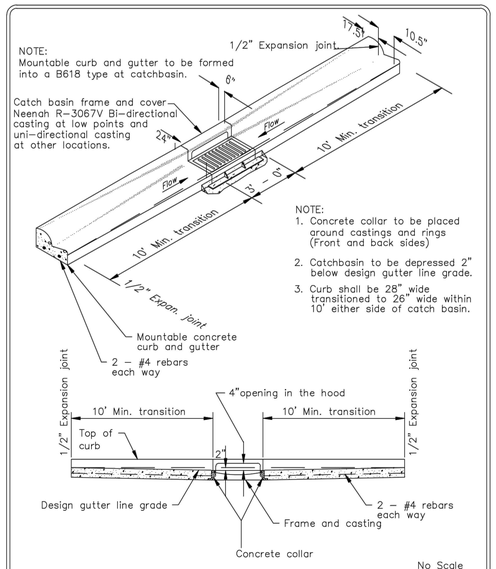
K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\



NOTE:
1. All radii are measured to face of curb.
2. No catch basins will be constructed in the intersection radii.
3. 30' radii will be required at intersections of all collector to residential streets. 20' radii will be required at intersections of all residential to residential streets.

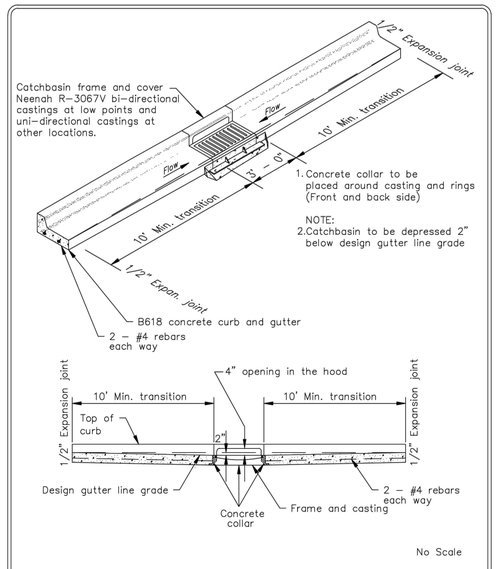
CITY OF FARMINGTON	STANDARD DETAILS CONCRETE CURB AND GUTTER TRANSITIONS	Last Revision: FEB 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–02 2019

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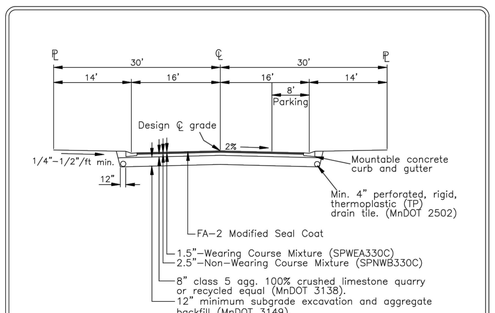
CITY OF FARMINGTON	STANDARD DETAILS MOUNTABLE CURB AND GUTTER CONSTRUCTION AT CATCH BASINS	Last Revision: FEB 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–03 2019

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CITY OF FARMINGTON	STANDARD DETAILS B618 CURB AND GUTTER INSTALLATION AT CATCH BASINS	Last Revision: FEB 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–04 2019

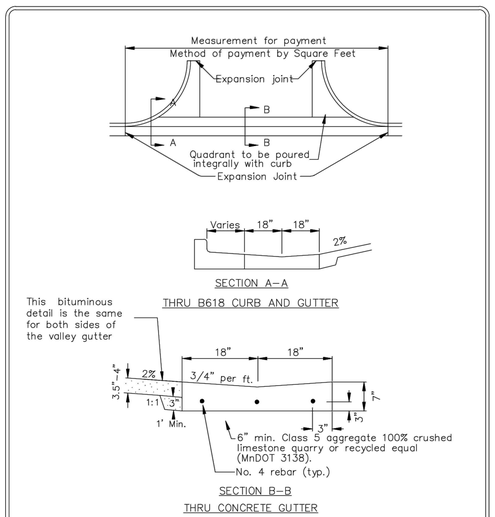
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NOTE:
1. Typical section shown is the minimum residential street requirement. See specifications for project specific details.
2. Top of curb is 0.01' below design centerline grade.
3. Drain tile shall be installed behind curb in all low points in roads and as determined by the City Engineer.
4. Street shall be designed for a 30 mph design speed with minimum .50% and maximum of 10.00% grade.
5. The City reserves the right to increase the street section based on soil conditions and geotechnical report.
6. A bituminous mix design must be submitted and approved by the City prior to placement.
7. No recycled bituminous mixes will be allowed.
8. CSS1H tack coat shall be applied between all bituminous layers.
9. FA–2 Modified Seal Coat to be applied 2 to 3 years after placement of the bituminous wear course. This seal coat is considered part of the construction of the roadway. As such, in new developments, costs associated with the initial seal coat application are the responsibility of the developer

CITY OF FARMINGTON	STANDARD DETAILS RESIDENTIAL STREET SECTION	Last Revision: APR 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–05 2019

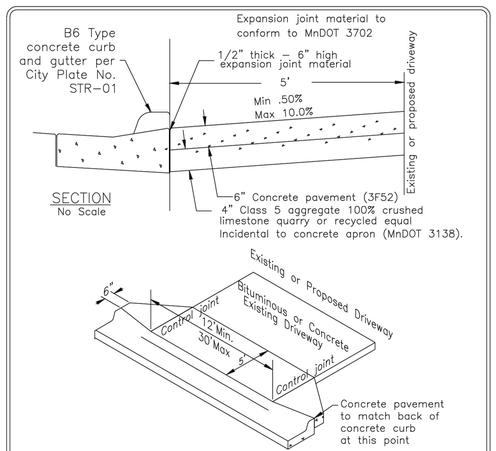
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MnDOT 3F52 concrete shall be used for valley gutter and wing apron.

CITY OF FARMINGTON	STANDARD DETAILS CONCRETE VALLEY GUTTER	Last Revision: MAR 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–10 2019

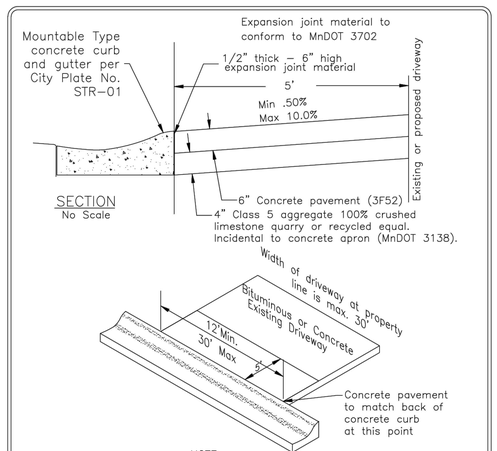
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NOTE:
1. Control joints in concrete curb not to exceed 10' spacing through driveway section.
2. Driveway wings are required with the B6 style curbing.
3. Maximum width of driveway at property line is 30'.

CITY OF FARMINGTON	STANDARD DETAILS RESIDENTIAL CONCRETE DRIVEWAY APRON (B6 TYPE CURB)	Last Revision: MAR 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–11 2019

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NOTE:
1. Control joints in concrete curb not to exceed 10' spacing through driveway section.
2. Driveway wings are not required with the mountable style curbing.

CITY OF FARMINGTON	STANDARD DETAILS RESIDENTIAL CONCRETE DRIVEWAY APRON (MOUNTABLE TYPE CURB)	Last Revision: MAR 2017
	FARMINGTON, MINNESOTA	City Plate No. STR–12 2019

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

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1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JMM
Drawn	JMM/MSN

03-ENG-121254-SHEET-DTLS

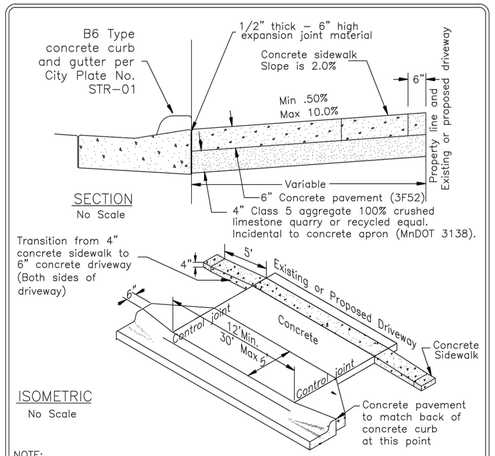
DETAILS

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PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

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NOTE:

1. Control joints in concrete curb not to exceed 10' spacing through driveway section.
2. Concrete must be constructed between sidewalk and driveway apron.
3. Concrete sidewalk through driveway is 6" thick.
4. Driveway wings are required with the B6 style curbing.
5. Maximum width of driveway at property line is 30'.

CITY OF FARMINGTON

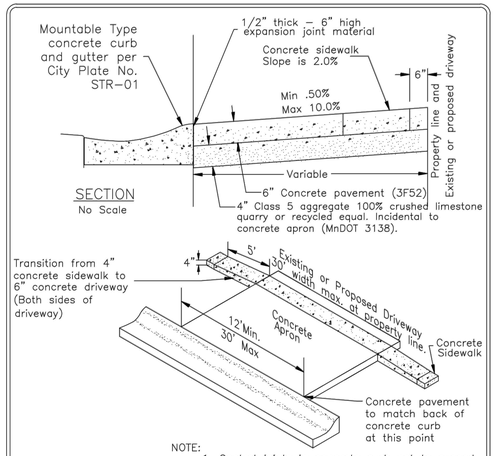
STANDARD DETAILS
RESIDENTIAL CONCRETE DRIVEWAY APRON WITH SIDEWALK (B6 TYPE CURB)

FARMINGTON, MINNESOTA

Last Revision: MAR 2017

City Plate No. STR-13 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\



NOTE:

1. Control joints in concrete curb not to exceed 10' spacing through driveway section.
2. Concrete must be constructed between sidewalk and driveway apron.
3. Concrete sidewalk through driveway is 6" thick.
4. Driveway wings are not required with the mountable style curbing.
5. Maximum width of driveway at the property line is 30'.

CITY OF FARMINGTON

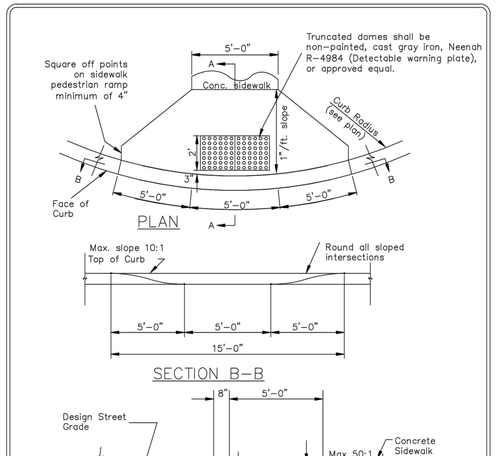
STANDARD DETAILS
RESIDENTIAL CONCRETE DRIVEWAY APRON WITH SIDEWALK (MOUNTABLE TYPE CURB)

FARMINGTON, MINNESOTA

Last Revision: MAR 2017

City Plate No. STR-14 2019

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Pedestrian ramps shall be constructed in accordance with current ADA standards.

CITY OF FARMINGTON

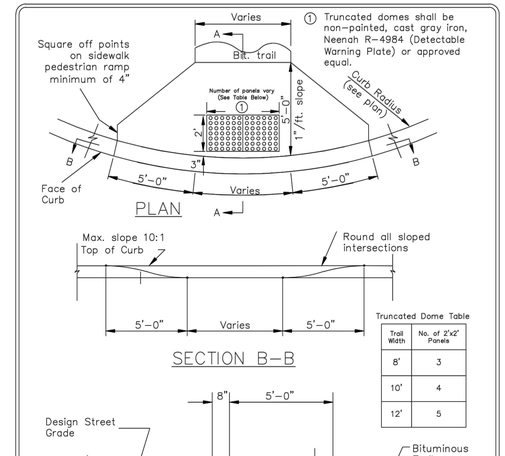
STANDARD DETAILS
SIDEWALK PEDESTRIAN RAMP

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. STR-17 2019

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Pedestrian ramps shall be constructed in accordance with current ADA standards.

CITY OF FARMINGTON

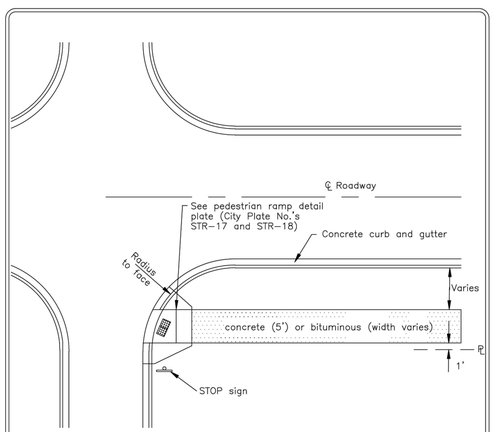
STANDARD DETAILS
TRAIL PEDESTRIAN RAMP

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. STR-18 2019

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NOTE: Dimensions depend on type of trail or sidewalk.

No Scale

CITY OF FARMINGTON

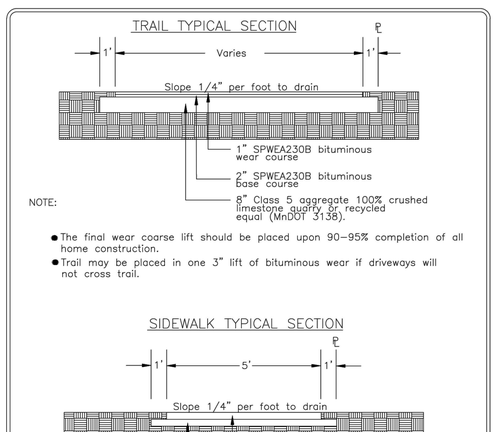
STANDARD DETAILS
SIDEWALK/TRAIL PEDESTRIAN RAMP GENERAL LOCATION

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. STR-19 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\



NOTE:

- The final wear coarse lift should be placed upon 90–95% completion of all home construction.
- Trail may be placed in one 3" lift of bituminous wear if driveways will not cross trail.

*NOTE: 6" thick sidewalk is required through driveway areas. (See City Plate No.'s STR-13 and STR-14)

CITY OF FARMINGTON

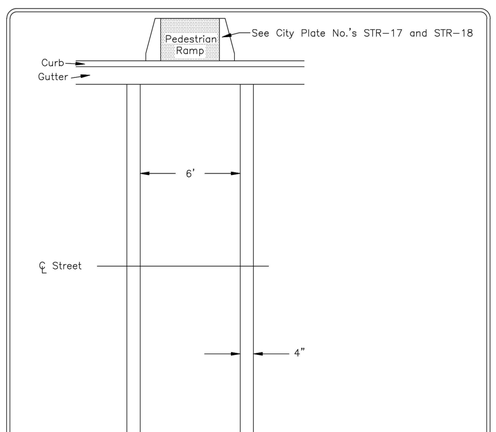
STANDARD DETAILS
TRAIL AND SIDEWALK SECTIONS

FARMINGTON, MINNESOTA

Last Revision: APR 2017

City Plate No. STR-21 2019

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NOTE:

1. Crosswalk lines shall be solid white epoxy.
2. All pavement markings shall be per Standard Specifications of 2018 Minnesota Manual on Uniform Traffic Control Devices (MMUTCD)

CITY OF FARMINGTON

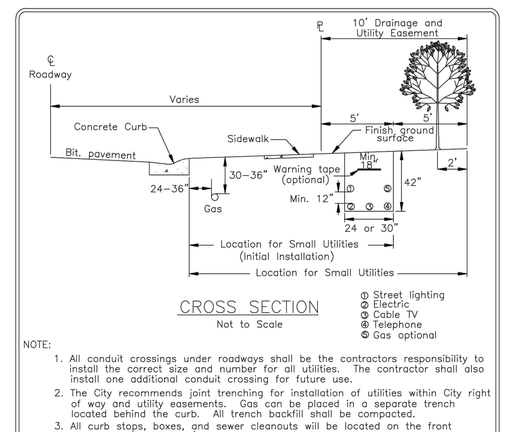
STANDARD DETAILS
CROSSWALK LAYOUT

FARMINGTON, MINNESOTA

Last Revision: JAN 2019

City Plate No. STR-22 2019

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NOTE:

1. All conduit crossings under roadways shall be the contractors responsibility to install the correct size and number for all utilities. The contractor shall also install one additional conduit crossing for future use.
2. The City recommends joint trenching for installation of utilities within City right of way and utility easements. Gas can be placed in a separate trench located behind the curb. All trench backfill shall be compacted.
3. All curb stops, boxes, and sewer cleanouts will be located on the front property line with a 15' tail beyond the property line on all public streets (See City Plate No.'s SER-01A, SER-01B and SER-01Ap).
4. All curb stops, boxes and sewer cleanouts shall be placed 10' from back of curb or private streets that have no City right of way beyond the curb.
5. Street lights shall be placed as close to 300' intervals as possible in residential areas and located on property corners. All street light electrical lines shall be ruggedized type wiring or encased in conduit and placed within the joint trench.
6. Center of utility trench in private streets shall be 7' from back of curb. Gas can be placed 2-3' from back of curb.
7. All utility boxes shall be placed further than 1 ft from common property corners (on the house side of the corner).

CITY OF FARMINGTON

STANDARD DETAILS
UTILITY LAYOUT

FARMINGTON, MINNESOTA

Last Revision: JAN 2019

City Plate No. STR-23 2019

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Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

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DETAILS

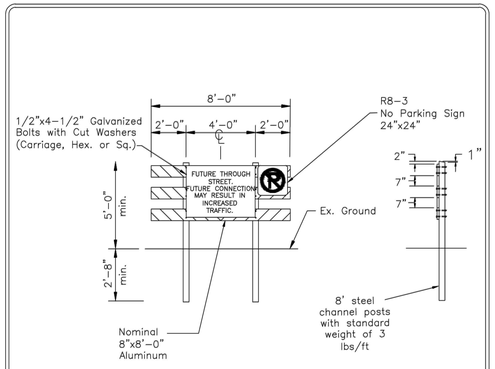
LENNAR
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

8.07 OF 36

03-ENG-121254-SHEET-DTLS

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NOTES:
1. Design shall conform to these requirements except as otherwise approved by the city engineer.
2. Sign shall be reflectorized as per MnDOT Sign Sheeting Type XI
3. Sign shall be constructed of aluminum per MnDOT 3352.2A1, black on white with 4" letters.
4. Barricade as per City Plate No. STR-24

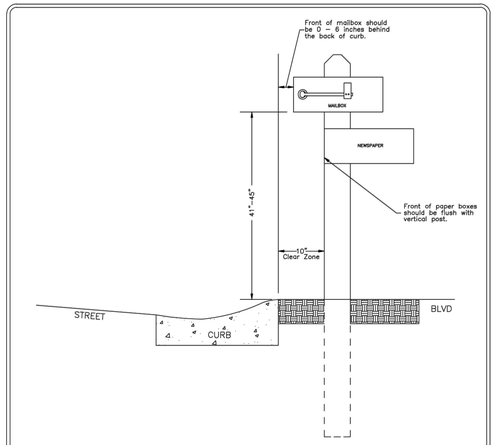
STANDARD DETAILS
FUTURE THROUGH STREET BARRICADE

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. STR-24A 2019

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NOTES:
1. Mailbox should not extend beyond the back of curb.
2. Address must be on side of box from which carrier approaches in letters about 1" high (or on front where boxes are grouped).
3. Box must be located so carrier can serve without leaving vehicle.
4. Mailboxes within cul-de-sacs shall be placed on the straight away only.
5. Supports comprised of materials other than solely wood or metal (such as brick structures,etc.) shall not be allowed.

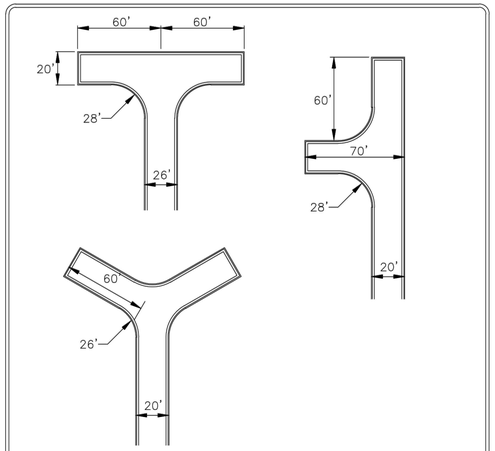
STANDARD DETAILS
MAILBOX INSTALLATION

Last Revision: JAN 2019

FARMINGTON, MINNESOTA

City Plate No. STR-25 2019

K:\STANDARDS\2019 STANDARDS\2019 STANDARD DETAIL PLATES\



NOTES:
1. Fire Department requirements for approved alternate turnarounds on Fire Department access roads, as required by Minnesota State Fire Code, 2015 Edition, Appendix D.
2. Turnarounds may be substituted for cul-de-sacs in private developments with the City Engineer's approval.

STANDARD DETAILS
PRIVATE DEVELOPMENT TURNAROUND

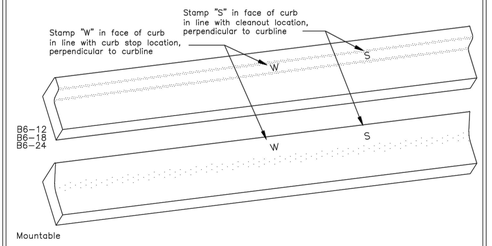
Last Revision: FEB 2017

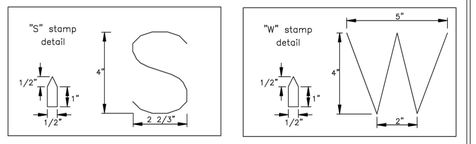
FARMINGTON, MINNESOTA

City Plate No. STR-26 2019

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NOTES:
1. All new and existing water and sanitary sewer service locations shall be marked in curb as shown. Stamping of service locations shall be considered incidental to the price of the curb.
2. Stamps may be borrowed from the City for a refundable security deposit of $250 each.
3. W's and S's not placed by specified stamp will not be accepted and that section of curb must be removed and replaced.





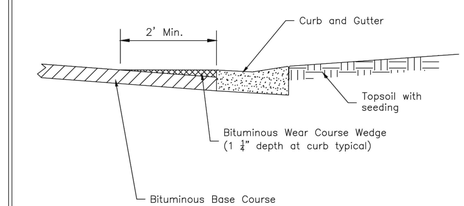
STANDARD DETAILS
WATER AND SANITARY SEWER SERVICE LOCATION STAMP IN CURB

Last Revision: FEB 2007

FARMINGTON, MINNESOTA

City Plate No. STR-28 2019

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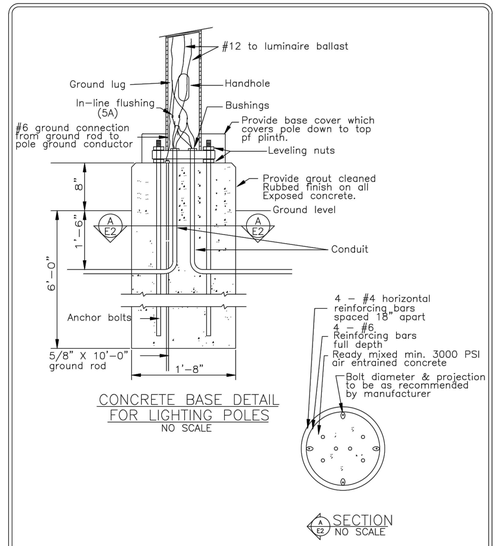
STANDARD DETAILS
TEMPORARY BITUMINOUS WEDGING FOR CURB PROTECTION

Last Revision: FEB 2017

FARMINGTON, MINNESOTA

City Plate No. STR-29 2019

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CONCRETE BASE DETAIL FOR LIGHTING POLES
NO SCALE

SECTION
NO SCALE

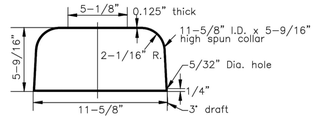
STANDARD DETAILS
CONCRETE BASE DETAIL FOR LIGHTING POLES

Last Revision: MAY 2000

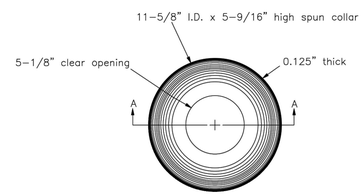
FARMINGTON, MINNESOTA

City Plate No. GEN-04 2019

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SECTION A-A



TOP VIEW

NOTE:
Spun aluminum alloy 1100-0 temper
No uneven edges
Powder coat paint dark forest green (PANTONE 560-C)

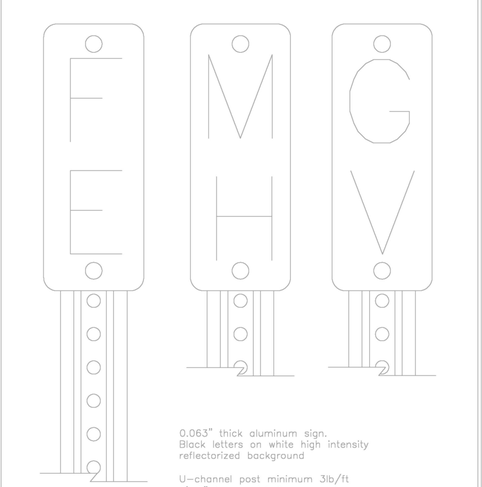
STANDARD DETAILS
SPUN ALUMINUM COLLAR FOR RESIDENTIAL STREET LIGHT

Last Revision: MAY 2000

FARMINGTON, MINNESOTA

City Plate No. GEN-05 2019

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STANDARD DETAILS
STRUCTURE MARKER SIGNS

Last Revision: JAN 2004

FARMINGTON, MINNESOTA

City Plate No. GEN-01 2019

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PIONEERengineering
CIVIL ENGINEERS LAND PLANNERS LAND SURVEYORS LANDSCAPE ARCHITECTS
2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JMM
Drawn	JMM/MSN

DETAILS

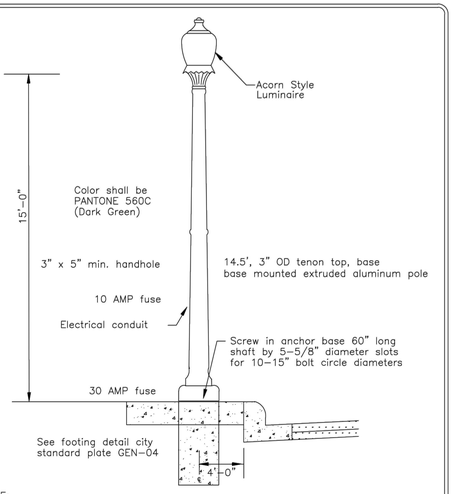
LENNAR
16305 36TH AVENUE NORTH
PLYMOUTH, MINNESOTA 55446

VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

03-ENG-121254-SHEET-DTLS

8.08 OF 36

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NOTE:
1. Fixture-100W or 150W equivalent LED, Type III light distribution, as specified.
2. A tapered screw in base may be used as an alternate to the concrete base if approved by the City Engineer.

NOT TO SCALE

CITY OF FARMINGTON

STANDARD DETAILS
STREET LIGHT
HERITAGE DISTRICT

FARMINGTON, MINNESOTA

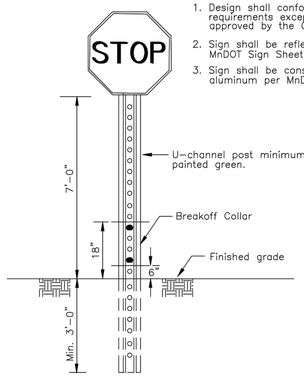
Last Revision: MAR 2017

City Plate No. GEN-08 2019

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Sign Name	Designation	Size
STOP	R1-1	30"x30"
YIELD	R1-2	36"x36"x36"
SPEED LIMIT	R2-1	24"x30"
NO PARKING	R7-X	12"x18"

Notes:
1. Design shall conform to these requirements except as otherwise approved by the City Engineer.
2. Sign shall be reflectorized as per MnDOT Sign Sheeting Type XI
3. Sign shall be constructed of aluminum per MnDOT 3352.2A1



Installation shall be in compliance with the 2018 MMUTCD

CITY OF FARMINGTON

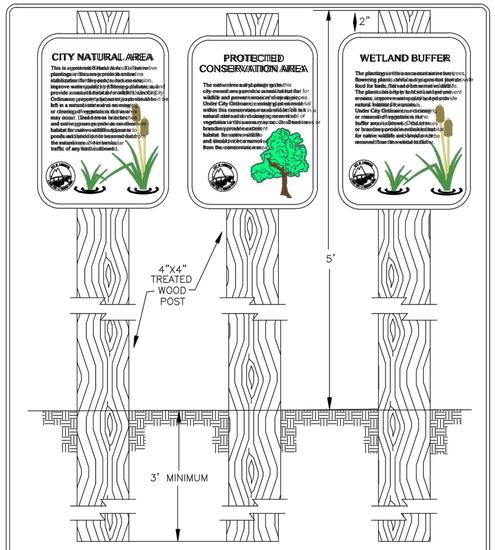
STANDARD DETAILS
REGULATORY SIGN

FARMINGTON, MINNESOTA

Last Revision: FEB 2017

City Plate No. GEN-09 2019

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NOTE: ALL SIGNS SHALL BE OBTAINED FROM THE CITY'S NATURAL RESOURCE SPECIALIST

CITY OF FARMINGTON

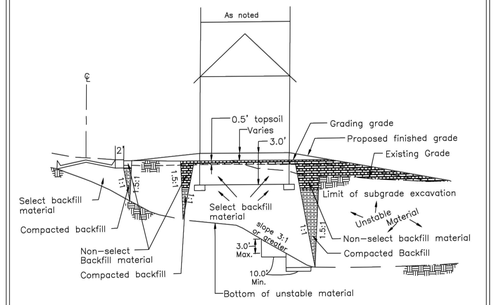
STANDARD DETAILS
CITY NATURAL AREA, CONSERVATION AREA, AND WETLAND BUFFER SIGNS

FARMINGTON, MINNESOTA

Last Revision: JAN 2012

City Plate No. GEN-13 2019

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CITY OF FARMINGTON

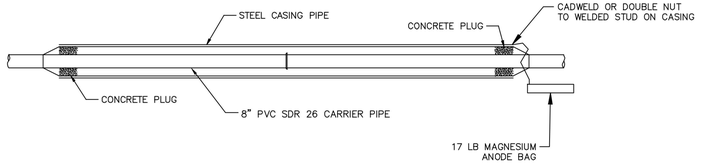
STANDARD DETAILS
SUBGRADE CORRECTION

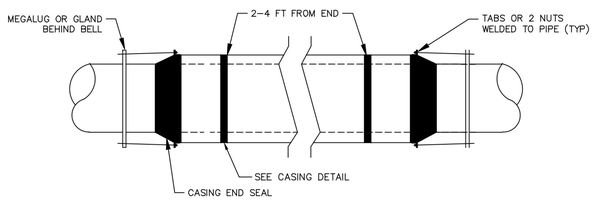
FARMINGTON, MINNESOTA

Last Revision: JUL 2004

City Plate No. GEN-15 2019

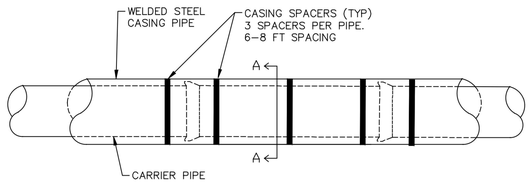
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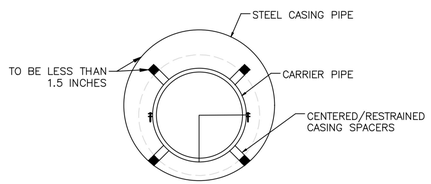


JACKING DETAIL

NO SCALE



PIPE SIZING CHART				
NOMINAL CARRIER PIPE DIA (IN)	OUTER CARRIER PIPE DIA (IN)	CASING SIZE (IN)	WALL THICKNESS (IN)	NUMBER OF RODS REQUIRED
6	6.9	14	0.188	2
8	9.05	16	0.281	2
10	11.1	18	0.312	2
12	13.2	20	0.344	2
14	15.3	22	0.344	2
16	17.4	24	0.375	3
18	19.5	26	0.406	3



SECTION A-A

CASING DETAIL

NO SCALE

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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name John M. Molinaro
Reg. No. 45831 Date 12-22-2023

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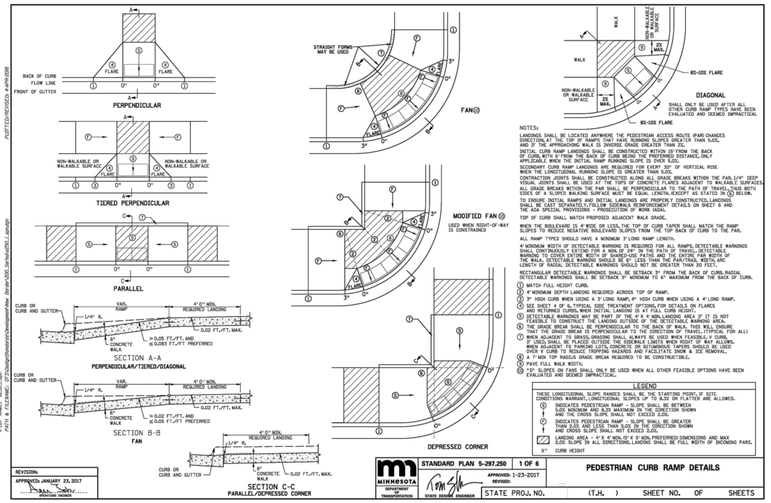
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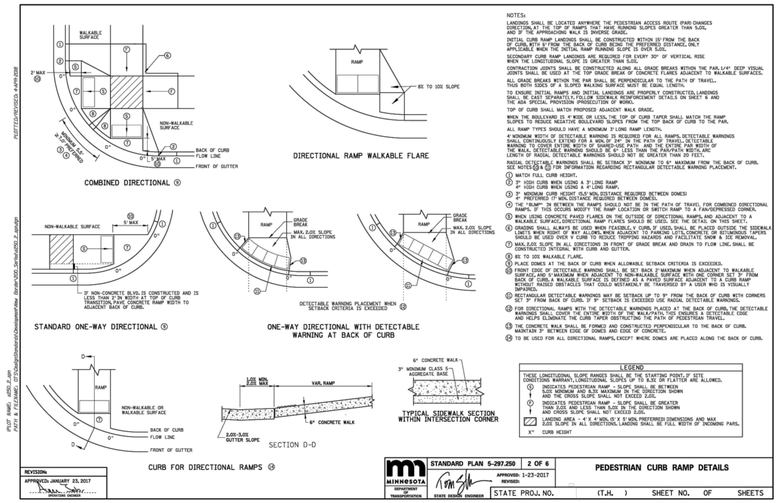
VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

03-ENG-121254-SHEET-DTLS

8.09 OF 36

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NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION, AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND AT THE APPROACHING WALK IS SWOOSE GRADE GREATER THAN 2%.

INITIAL CURB RAMP LANDINGS SHALL BE CONSTRUCTED WITHIN 10' FROM THE BACK OF CURB AND SHALL BE 4' MINIMUM IN THE DIRECTION OF TRAVEL (LONGITUDINAL) ONLY APPLICABLE WHEN THE INITIAL RAMP RUNNING SLOPE IS OVER 5.0%.

SECONDARY CURB RAMP LANDINGS ARE REQUIRED FOR EVERY 30" OF VERTICAL RISE WHEN THE LONGITUDINAL RUNNING SLOPE IS GREATER THAN 5.0%.

CONTRACTION JOINTS SHALL BE CONSTRUCTED ALONG ALL GRADE BREAKS WITHIN THE PAR.1/4" DEEP VISUAL JOINTS SHALL BE USED AT THE TOP GRADE BREAK OF CONCRETE FLARES ADJACENT TO WALKABLE SURFACES.

ALL GRADE BREAKS WITHIN THE PAR SHALL BE PERPENDICULAR TO THE PATH OF TRAVEL.THOS BOTH SIDES OF A SLOPED WALKING SURFACE MUST BE EQUAL LENGTH,EXCEPT AS STATED IN (3) BELOW.

TO ENSURE INITIAL RAMPS AND INITIAL LANDINGS ARE PROPERLY CONSTRUCTED,LANDINGS SHALL BE CAST SEPARATELY, FOLLOW SIDEWALK REINFORCEMENT DETAILS ON SHEET 8 AND THE ADA SPECIAL PROVISION PROVIDED.

TOP OF CURB SHALL MATCH PROPOSED ADJACENT WALK GRADE.

WHEN THE BOULEVARD IS 4'WIDE OR LESS,THE TOP OF CURB TAPER SHALL MATCH THE RAMP SLOPES TO REDUCE NEGATIVE BOULEVARD SLOPES FROM THE TOP BACK OF CURB TO THE PAR.

ALL RAMP TYPES SHOULD HAVE A MINIMUM 3'LONG RAMP LENGTH.

4' MINIMUM WIDTH OF DETECTABLE WARNINGS IS REQUIRED FOR ALL RAMPS.DETECTABLE WARNINGS SHALL CONTINUOUSLY EXTEND FOR A MIN.OF 24" IN THE PATH OF TRAVEL.DETECTABLE WARNINGS SHALL BE PLACED SO THE EDGE NEAREST THE STREET IS WITHIN 6" OF THE BACK OF CURB. THE WALL DETECTABLE WARNING SHOULD BE 6" LESS THAN THE PARATWIA WIDTH,AND LENGTH OF RADIAL DETECTABLE WARNINGS SHOULD NOT BE GREATER THAN 20 FEET.

RECTANGULAR DETECTABLE WARNINGS SHALL BE SETBACK 7" FROM THE BACK OF CURB.RADIAL DETECTABLE WARNINGS SHALL BE SETBACK 7" MINIMUM TO 6" MAXIMUM FROM THE BACK OF CURB.

DETECTABLE WARNINGS MAY BE PART OF THE 4' X 4' MIN. TURNING AREA IF IT IS NOT FEASIBLE TO CONSTRUCT THE LANDING OUTSIDE OF THE DETECTABLE WARNING AREA.

TO THE GRADE BREAK SHALL BE A MINIMUM OF 24" LONG.THIS WILL ENSURE THAT THE GRADE BREAK IS PERPENDICULAR TO THE DIRECTION OF TRAVEL.(TYPICAL) FOR ALL RAMP TYPES EXCEPT DIAGONAL RAMPS IN WHICH CASE THE 24" SHALL BE 12" MIN.

3" USED,SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT-OF WAY ALLOWS, WHEN ADJACENT TO PARKING LOTS,CONCRETE OR BITUMINOUS TAPERS SHOULD BE USED WHEN CURB IS NOT PRESENT.TAPERS SHALL BE 3:1 OR FLATTER.

3' X 7' MIN TOP RADIUS GRADE AREA REQUIRED TO BE CONSTRUCTABLE.

PAVE FULL WALK WIDTH.

TYP. DETECTABLE WARNINGS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT,IF SITE CONDITIONS WARRANT,LONGITUDINAL SLOPES UP TO 8.0% OR FLATTER ARE ALLOWED.

① INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.0% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

② INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 8.0% AND LESS THAN 8.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

LANDING AREA - 4' X 4' MIN.(5' X 5' MIN.PREFERRED DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS.LANDING SHALL BE FULL WIDTH OF INCOMING PAVE.

X" CURB HEIGHT

REVISION
APPROVED:JANUARY 23,2017
REVISED:
REGIONAL ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250 | 1 OF 6
APPROVED: 1-23-2017
REVISED:

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TJH) SHEET NO. OF SHEETS

NOTES:

LANDINGS SHALL BE LOCATED ANYWHERE THE PEDESTRIAN ACCESS ROUTE (PAR) CHANGES DIRECTION,AT THE TOP OF RAMPS THAT HAVE RUNNING SLOPES GREATER THAN 5.0%, AND AT THE APPROACHING WALK IS SWOOSE GRADE.

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3' X 7' MIN TOP RADIUS GRADE AREA REQUIRED TO BE CONSTRUCTABLE.

PAVE FULL WALK WIDTH.

TYP. DETECTABLE WARNINGS SHALL ONLY BE USED WHEN ALL OTHER FEASIBLE OPTIONS HAVE BEEN EVALUATED AND DEEMED IMPRACTICAL.

LEGEND

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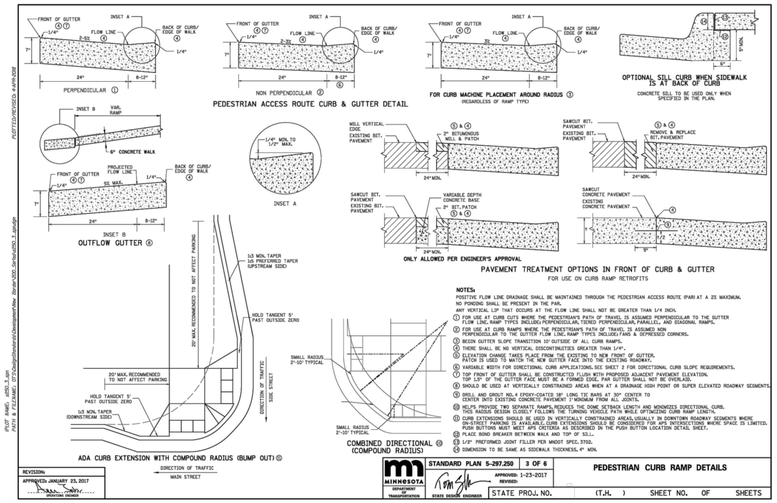
REVISION
APPROVED:JANUARY 23,2017
REVISED:
REGIONAL ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250 | 2 OF 6
APPROVED: 1-23-2017
REVISED:

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TJH) SHEET NO. OF SHEETS



FOR USE ON CURB RAMP RETROFITS

NOTES:

PINETYE FLOW LINE DRAINAGE SHALL BE MAINTAINED THROUGH THE PEDESTRIAN ACCESS ROUTE (PAR) AT A 2% MAXIMUM. ANY VERTICAL LIFT THAT OCCURS AT THE FLOW LINE SHALL NOT BE GREATER THAN 1/4 INCH.

FOR USE AT RAMP TYPES INCLUDING PERPENDICULAR,TIERED PERPENDICULAR,PARALLEL, AND DIAGONAL RAMPS.

FOR USE AT RAMP TYPES WHERE THE PEDESTRIANS PATH OF TRAVEL IS ASSUMED NON-PERPENDICULAR TO THE GUTTER FLOW LINE.RAMP TYPES INCLUDE:FANS & DEPRESSED CORNERS.

BEGIN GUTTER SLOPE TRANSITION 3' OUTSIDE OF ALL CURB RAMPS.

THERE SHALL BE NO VERTICAL DISCONTINUITIES GREATER THAN 1/4".

ELEVATION CHANGE TAKES PLACE FROM THE EXISTING TO NEW FRONT OF GUTTER. PATCH IS USED TO MATCH THE NEW GUTTER FACE INTO THE EXISTING ROADWAY.

VARIABLE WIDTH FOR DIRECTIONAL CURB APPLICATIONS,SEE SHEET 2 FOR DIRECTIONAL CURB SLOPE REQUIREMENTS.

TOP FRONT OF GUTTER SHALL BE CONSTRUCTED FLUSH WITH PROPOSED ADJACENT PAVEMENT ELEVATION.

3/4" RADIUS ON ALL EXPOSED EDGES OF CONCRETE,UNLESS OTHERWISE SHOWN ON THE PLANS.

SHOULD BE USED AT VERTICALLY CONSTRAINED AREAS WHEN AT A DRAINAGE HIGH POINT OR SUPER ELEVATED ROADWAY SEGMENTS.

DRILL AND GROUT NO.4 EPOXY-COATED 18" LONG TIE BARS AT 30" CENTER TO CENTER INTO EXISTING CONCRETE PAVEMENT 9" MINIMUM FROM ALL JOINTS.

HELPS PROVIDE TWO SEPARATE RAMPS,REDUCES THE DOME SECTOR LENGTH AND MINIMIZES DIRECTIONAL CURB. THIS HASSLES DESIGN CLOSELY FOLLOWING THE TURNING VEHICLE PATH WHILE OPTIMIZING CURB RAMP LENGTH.

CURB EXTENSIONS SHOULD BE USED IN VERTICALLY CONSTRAINED AREAS,USUALLY IN DOWNTOWN ROADWAY SEGMENTS WHERE ON-STREET PARKING IS PRESENT. CURB EXTENSIONS SHOULD BE CONSIDERED FOR APS INSTRUCTIONS, WHERE SPACE IS LIMITED. PUSH BUTTONS MUST MEET APS CRITERIA AS DESCRIBED IN THE PUSH BUTTON LOCATION DETAIL SHEET.

PLACE BOND BREAKER BETWEEN WALK AND TOP OF SILL.

1/4" PREFORMED JOINT FILLER PER MNDOT SPEC.3150.

DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4" MIN.

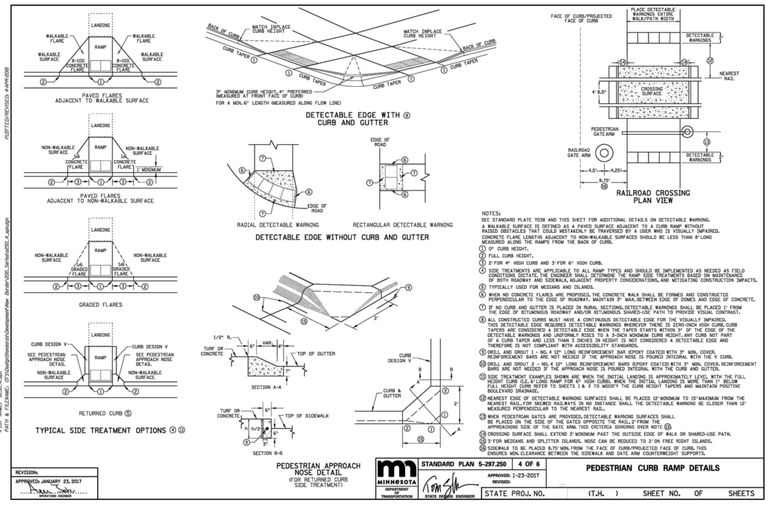
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STANDARD PLAN 5-297.250 | 3 OF 6
APPROVED: 1-23-2017
REVISED:

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TJH) SHEET NO. OF SHEETS



NOTES:

SEE STANDARD PLATE 7038 AND THIS SHEET FOR ADDITIONAL DETAILS ON DETECTABLE WARNING.

A WALKABLE SURFACE IS DEFINED AS A PAVED SURFACE ADJACENT TO A CURB RAMP WITHOUT RAISED OBSTACLES THAT COULD MISTAKENLY BE TRAVERSED BY A USER WHO IS VISUALLY IMPAIRED. A RAISED SURFACE ADJACENT TO A CURB RAMP SHALL BE CONSIDERED NOT WALKABLE IF:

① 0" CURB HEIGHT,
② FULL CURB HEIGHT,
③ 2"FOR 4" HIGH CURB AND 3"FOR 6" HIGH CURB.

SIDE TREATMENTS ARE APPLICABLE TO ALL RAMP TYPES AND SHOULD BE IMPLEMENTED AS NEEDED AS FIELD CONDITIONS DICTATE.THE ENGINEER SHALL DETERMINE THE RAMP SIDE TREATMENTS BASED ON MAINTENANCE OF BOTH ROADWAY AND SIDEWALK,ROADWAY PROPERTY ADDITIONS,AND UTILITY CONSTRUCTION IMPACTS.

④ TYPICALLY USED FOR MEDIANS AND ISLANDS.

⑤ WHEN THE BOULEVARD IS 4'WIDE OR LESS,CONCRETE WALK SHALL BE FORMED AND CONSTRUCTED WITH INCLINATION TO THE EDGE OF ROADWAY, MAINTAIN 3" MAX.BETWEEN EDGE OF CURB AND EDGE OF CONCRETE.

⑥ IF NO CURB AND GUTTER IS PLACED IN RURAL SECTIONS,DETECTABLE WARNINGS SHALL BE PLACED 1' FROM THE EDGE OF BITUMINOUS ROADWAY AND/OR BITUMINOUS SHOULDER/SIDE PATH TO PROVIDE VISUAL CONTRAST.

⑦ ALL CONSTRUCTED CURBS MUST HAVE A CONTINUOUS DETECTABLE EDGE FOR THE VISUALLY IMPAIRED. THIS DETECTABLE EDGE REQUIRES DETECTABLE WARNINGS WHENEVER THERE IS 2(W)-INCH HIGH CURB.CURB TAPERS ARE CONSIDERED A DETECTABLE EDGE WHEN THE TAPER STARTS WITHIN 3" OF THE EDGE OF THE ADJACENT WALKABLE SURFACE AND THE CURB HEIGHT IS 2" OR GREATER.THE CURB HEIGHT AT THE END OF A CURB TAPER AND LESS THAN 3 INCHES IS NOT CONSIDERED A DETECTABLE EDGE AND THEREFORE IS NOT COMPLIANT WITH ACCESSIBILITY STANDARDS.

⑧ DRILL AND GROUT 1 - NO.4 13" LONG REINFORCEMENT BAR EPOXY COATED WITH 3" MIN. COVER, REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE 6" CURB.

⑨ DRILL AND GROUT 2 - NO.4 13" LONG REINFORCEMENT BAR EPOXY COATED WITH 3" MIN. COVER, REINFORCEMENT BARS ARE NOT NEEDED IF THE APPROACH NOSE IS POURED INTEGRAL WITH THE CURB AND GUTTER.

⑩ SIDE TREATMENT EXAMPLES SHOWN ARE WHEN THE INITIAL LANDING IS APPROXIMATELY LEVEL WITH THE FULL HEIGHT CURB (I.E.A LONG RAMP FOR 6" HIGH CURB).WHEN THE INITIAL LANDING IS MORE THAN 1" BELOW FULL HEIGHT CURB REFER TO SHEETS 1 & 2 TO MODIFY THE CURB HEIGHT TAPERS AND MAINTAIN POSITIVE DRAINAGE PATTERNS.

⑪ NEAREST EDGE OF DETECTABLE WARNING SURFACE SHALL BE PLACED 12"MINIMUM TO 15"MAXIMUM FROM THE NEAREST RAIL.FOR DIAGONAL RAILWAYS IN NO INSTANCE SHALL THE DETECTABLE WARNING BE CLOSER THAN 12" MEASURED PERPENDICULAR TO THE NEAREST RAIL.

⑫ WHEN PEDESTRIAN GATES ARE PROVIDED,DETECTABLE WARNING SURFACES SHALL BE PLACED ON THE SIDE OF THE GATES OPPOSITE THE RAIL,2'FROM THE APPROACHING SIDE OF THE GATE ARM.THIS CRITERIA SHOWING OVER NOTE ⑪.

⑬ CROSSING SURFACE SHALL EXTEND 2'MINIMUM PAST THE OUTSIDE EDGE OF WALK OR SHARED-USE PATH,

⑭ 3 FOR MEDIANS AND SPLITTER ISLANDS, NOSE CAN BE REDUCED TO 2'ON FREE RIGHT ISLANDS.

⑮ 4'MIN.LANDING AREA WITH MAXIMUM 2% SLOPE IN ALL DIRECTIONS.LANDING SHALL BE FULL WIDTH OF CROSSING PAVE. DISCARDS MIN.CLEARANCE BETWEEN THE SIDEWALK AND GATE ARM CONTINGENCIES SUPPORTED.

LEGEND

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X" CURB HEIGHT

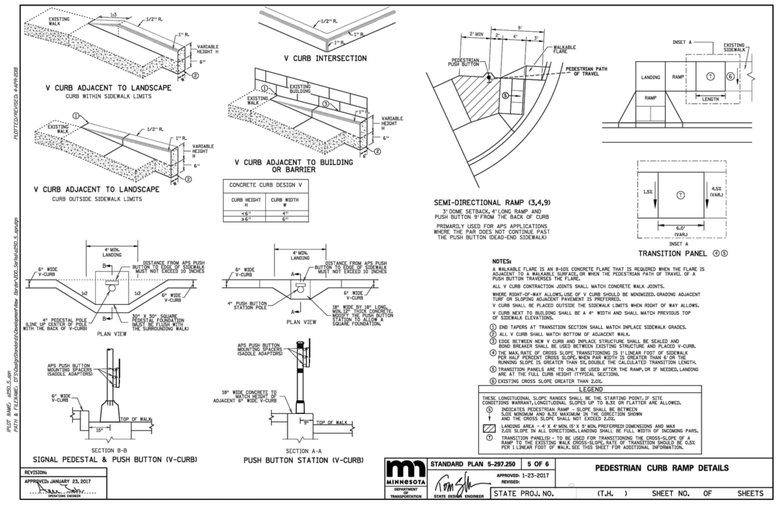
REVISION
APPROVED:JANUARY 23,2017
REVISED:
REGIONAL ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250 | 4 OF 6
APPROVED: 1-23-2017
REVISED:

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TJH) SHEET NO. OF SHEETS



CONCRETE CURB DESIGN V	
CURB HEIGHT H	CURB WIDTH W
4.5"	6"
6"	6"

NOTES:

A WALKABLE FLARE IS AN 8:001 CONCRETE FLARE THAT IS REQUIRED WHEN THE FLARE IS ADJACENT TO A WALKABLE SURFACE,OR WHEN THE PEDESTRIAN PATH OF TRAVEL OF A PEDESTRIAN TRAVERSES PERPENDICULAR TO THE FLARE.

ALL V CURB CONTRACTION JOINTS SHALL MATCH CONCRETE WALK JOINTS.

TOP OF SLOPING ADJACENT PAVEMENT IS PREFERABLE BE MONOMIZED.GRADING ADJACENT TOP OF SLOPING ADJACENT PAVEMENT IS PREFERABLE.

V CURB SHALL BE PLACED OUTSIDE THE SIDEWALK LIMITS WHEN RIGHT OF WAY ALLOWS.

V CURB NEXT TO BUILDING SHALL BE A 9" WIDTH AND SHALL MATCH PREVIOUS TOP OF SIDEWALK ELEVATIONS.

END TAPERS AT TRANSITION SECTION SHALL MATCH INFLACE SIDEWALK GRADES.

ALL V CURB SHALL MATCH BOTTOM OF ADJACENT WALK.

EDGE BETWEEN NEW V CURB AND INFLACE STRUCTURE SHALL BE SEALED AND BOND BREAKER SHALL BE USED BETWEEN EXISTING STRUCTURE AND PLACED V-CURB.

THE WALKS OF CROSS SLOPE TRANSITIONING IN 2 LINEAR FEET OF SIDEWALK NON-SKIP PERPENDICULAR CROSS SLOPE,WHEN PAR WIDTH IS GREATER THAN 4'OR THE WALKS OF CROSS SLOPE TRANSITIONING IN THE CALCULATED TRANSITION LENGTH.

TRANSITION PANELS ARE TO ONLY BE USED AFTER THE RAMP,OR 3" NECESSEL LANDING ARE AT THE FULL CURB HEIGHT (TYPICAL SECTION.

EXISTING CROSS SLOPE GREATER THAN 2.0%.

LEGEND

THESE LONGITUDINAL SLOPE RANGES SHALL BE THE STARTING POINT,IF SITE CONDITIONS WARRANT,LONGITUDINAL SLOPES UP TO 8.0% OR FLATTER ARE ALLOWED.

① INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE BETWEEN 5.0% MINIMUM AND 8.0% MAXIMUM IN THE DIRECTION SHOWN AND THE CROSS SLOPE SHALL NOT EXCEED 2.0%

② INDICATES PEDESTRIAN RAMP - SLOPE SHALL BE GREATER THAN 8.0% AND LESS THAN 8.0% IN THE DIRECTION SHOWN AND CROSS SLOPE SHALL NOT EXCEED 2.0%

LANDING AREA - 4' X 4' MIN.(5' X 5' MIN.PREFERRED DIMENSIONS AND MAX 2.0% SLOPE IN ALL DIRECTIONS.LANDING SHALL BE FULL WIDTH OF INCOMING PAVE.

X" CURB HEIGHT

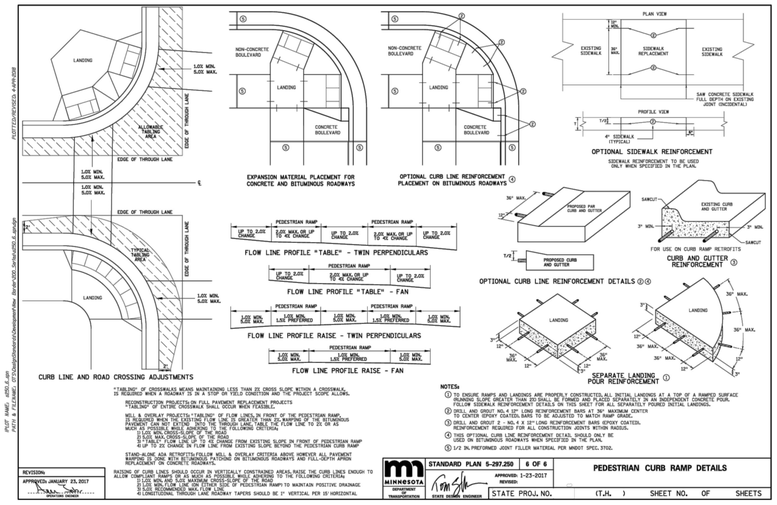
REVISION
APPROVED:JANUARY 23,2017
REVISED:
REGIONAL ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250 | 5 OF 6
APPROVED: 1-23-2017
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NOTES:

TO ENSURE RAMPS AND LANDINGS ARE PROPERLY CONSTRUCTED,ALL INITIAL LANDINGS AT A TOP OF A RAMPED SURFACE IS REQUIRED WHEN A ROADWAY IS ON A STOP OR YIELD CONDITION AND THE PROJECT SCOPE ALLOWS. FOLLOW SIDEWALK REINFORCEMENT DETAILS ON THIS SHEET FOR ALL DEPARTURES REQUIRED INITIAL LANDINGS.

DRILL AND GROUT NO.4 18" LONG REINFORCEMENT BARS AT 30" MAXIMUM CENTER TO CENTER EPOXY COATED,BARS TO BE ADJUSTED TO MATCH RAMP GRADE.

DRILL AND GROUT 2 - NO.4 X 18"LONG REINFORCEMENT BARS EPOXY COATED. REINFORCEMENT REQUIRED FOR ALL CONSTRUCTION JOINTS WITHIN RADIUS.

THIS OPTIONAL CURB LINE REINFORCEMENT DETAIL SHOULD ONLY BE USED ON BITUMINOUS ROADWAYS WHEN SPECIFIED IN THE PLAN.

1/2 IN. PREFORMED JOINT FILLER MATERIAL PER MNDOT SPEC.3150.

DIMENSION TO BE SAME AS SIDEWALK THICKNESS, 4" MIN.

REVISION
APPROVED:JANUARY 23,2017
REVISED:
REGIONAL ENGINEER

MINNESOTA DEPARTMENT OF TRANSPORTATION
STATE DESIGN ENGINEER

STANDARD PLAN 5-297.250 | 6 OF 6
APPROVED: 1-23-2017
REVISED:

PEDESTRIAN CURB RAMP DETAILS

STATE PROJ. NO. (TJH) SHEET NO. OF SHEETS

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2422 Enterprise Drive
Mendota Heights, MN 55120
(651) 681-1914
Fax: 681-9488
www.pioneereng.com

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Name: John M. Molinaro
Reg. No. 45831 Date 12-22-2023

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JMM
Drawn	JMM/MSN

MNDOT PEDESTRIAN RAMP DETAILS

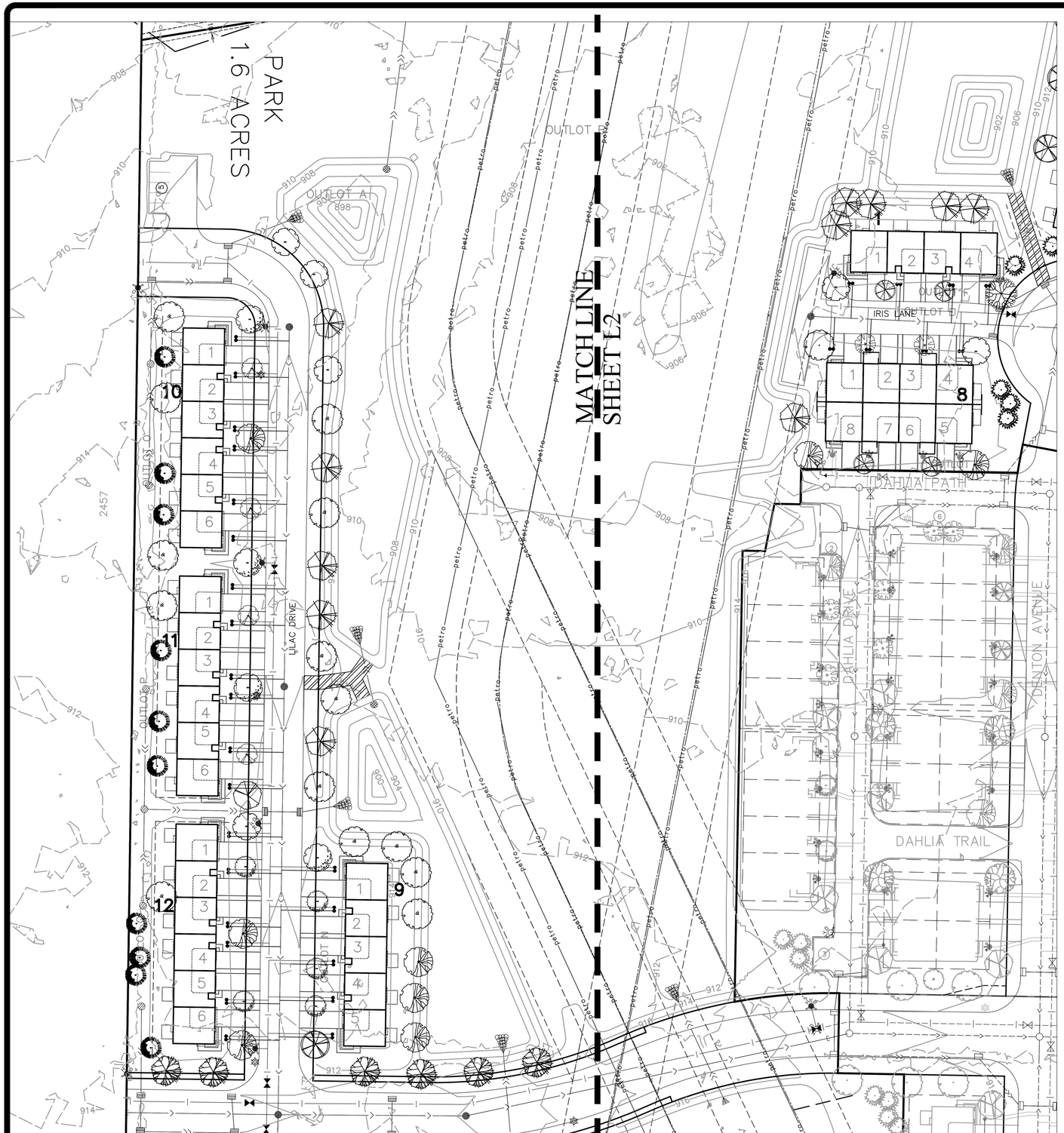
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VERMILLION COMMONS 3RD ADD
FARMINGTON, MN

03-ENG-121254-SHEET-DTLS

9.01 OF 36

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PLANT SCHEDULE (3RD ADDITION)				
KEY	COMMON NAME/Scentific name	ROOT	QUANTITY	INSTRUCTIONS
	OVERSTORY TREES			
	NORTHWOOD MAPLE/Acer rubrum 'Northwood'	2" B&B	--	
	AUTUMN BLAZE MAPLE/Acer x freemanii 'Jeffersred'	2" B&B	--	
	RIVER BIRCH/Betula nigra 'Heritage'	6' B&B	17	Clump
	COMMON HACKBERRY/Celtis occidentalis	2" B&B	11	
	THORNLESS HONEYLOCUST/Gleditsia triacanthos var. inermis	2" B&B	7	
	NORTHERN PIN OAK/Quercus palustris	2" B&B	6	
	SENTRY LINDEN/Tila americana 'Sentry'	2" B&B	4	
	SWAMP WHITE OAK/Quercus bicolor	2" B&B	15	
	SIENNA GLEN MAPLE/Acer x freemanii 'Sienna Glen'	2" B&B	3	
	KENTUCKY COFFEE TREE/Gymnocladus dioiducus	2" B&B	7	
	PRINCETON ELM/Ulmus americana 'Princeton'	2" B&B	10	
	QUAKING ASPEN/Populus tremuloides	2" B&B	9	
	EVERGREEN TREES			
	BLACK HILLS SPRUCE/Picea glauca densata	6' B&B	24	
	WHITE PINE/Pinus strobus	6' B&B	10	
	ORNAMENTAL TREES			
	JAPANESE TREE LILAC/Syringa reticulata	6' B&B	3	Clump
	PRAIRIE FIRE CRAB/Malus 'Prairie Fire'	1.5" B&B	10	
	SERVICEBERRY/Amelanchier laevis	6' B&B	4	Clump
	SPRING SNOW CRAB/Malus 'Spring Snow'	1.5" B&B	5	
	SUGAR TYME CRAB/Malus 'Sugar Tyme'	1.5" B&B	6	

LANDSCAPE REQUIREMENTS (ENTIRE PROJECT):
1 FRONT YARD TREE/LOT OR 40' OF FRONTAGE TREES TO BE PLANTED A MINIMUM OF 8' FROM PROPERTY LINES.

TOTAL UNITS: 131
REQUIRED TREES: 258 (516")

INCHES TO BE MITIGATED: 64"

TOTAL INCHES REQUIRED: 580"
TOTAL INCHES PROPOSED: 997.5"

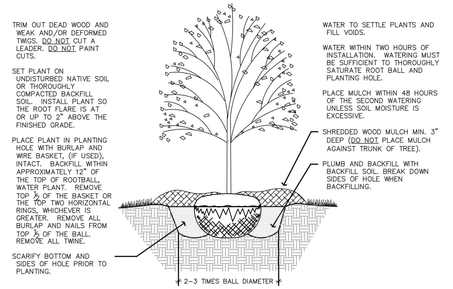
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- NO PLANT MATERIAL SHALL BE INSTALLED UNTIL GRADING AND CONSTRUCTION HAS BEEN COMPLETED IN THE IMMEDIATE AREA.
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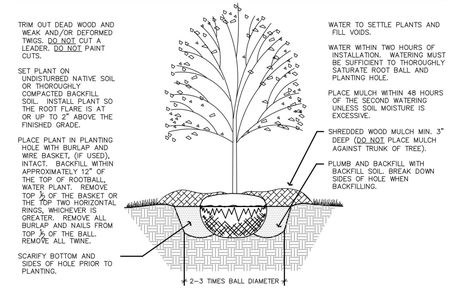
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GRAPHIC SCALE IN FEET

DECIDUOUS TREE PLANTING DETAIL



DECIDUOUS TREE PLANTING DETAIL



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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota
Name Jennifer L. Thompson
Reg. No. 44763 Date 3-22-2024

Revisions
1. 3-1-24 2nd Add. Storm Pipe
2. 3-22-24 City Comments

Date	12-22-2023
Designed	JLT
Drawn	JLT

LANDSCAPE PLAN

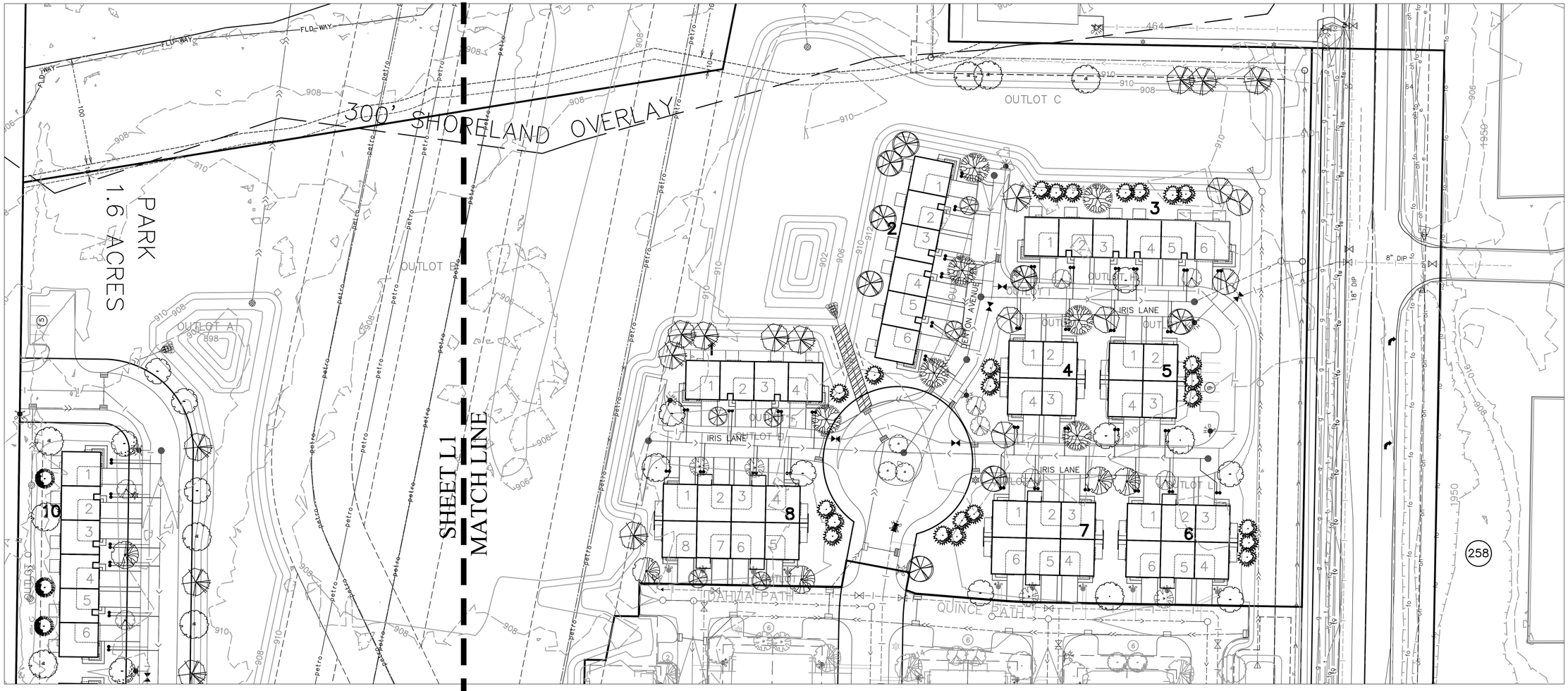
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VERMILLION COMMONS 3RD ADD
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PLANT SCHEDULE (3RD ADDITION)

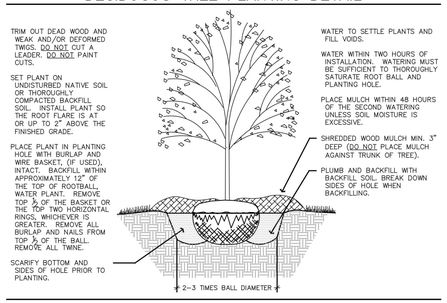
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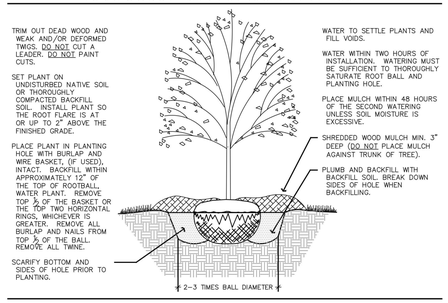
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Name Jennifer L. Thompson
Reg. No. 44763 Date 3-22-2024

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2. 3-22-24 City Comments

Date 12-22-2023
Designed JLT
Drawn JLT

LANDSCAPE PLAN

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CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: Amendment to 2024 Fee Schedule Regarding Alternate Formula for Calculating Development Fees
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

Attached for Council's consideration is an ordinance amending the 2024 Fee Schedule. The amendment proposes an alternate way of determining the development/platting fees due to special or unique circumstances.

DISCUSSION:

Staff has been approached by a landowner wishing the subdivide their property into a 3 large lot infill residential development. Due to the nature of the existing parcels, the large lot development as proposed is appropriate. However, calculating the development fees, as currently constituted, makes developing the site beyond what is currently existing cost prohibitive.

Staff is suggesting an alternate formula for determining the development/platting fees that can be used on a case-by-case basis for developments that are unique or demonstrate special circumstances and ensure that the fees that are collected are commensurate with the actual impacts of the additional lots.

The language to be added to the fee schedule is as follows:

Alternate formula for determining development fees: For subdivisions of a unique character to which the standard calculations for development/platting fees is cost prohibitive these fees may be calculated, by determination of city staff on a case-by-case basis, as follows:

$10,152 per lot with the total split between the development fees as shown below:

Surface Water Quality Management Fee	***0.25%***
Surface Water Management Fee	***25.25%***
Watermain Trunk Area Charge	***18.25%***
Sanitary Sewer Trunk Area Charge	***9%***
Park Fee	***17.25%***
Sealcoating Fee	***3.25%***
Development Contract Escrow	***26.75%***

The $10,152 per lot was determined using the average per lot costs (total Development Contract Fee amount divided by total lots from 8 recent subdivisions). The percentage for each fee likewise was calculated using the average percentage of each fee from the total fee cost of those 8 subdivisions.

BUDGET IMPACT:

To be determined.

ACTION REQUESTED:

Adopt Ordinance No. 2024-05 Amending the 2024 Fee Schedule to Establish an Alternate Formula for Development Fees Effective April 19, 2024.

ATTACHMENTS:

2024-05 Amending the 2024 Fee Schedule to Establish Alternate Formula for Development Fees

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

ORDINANCE 2024-05

AN ORDINANCE AMENDING THE 2024 FEE SCHEDULE TO ESTABLISH AN ALTERNATE FORMULA FOR DEVELOPMENT FEES EFFECTIVE APRIL 19, 2024

The City Council of the City of Farmington ordains:

SECTION 1. FEES FOR LICENSES AND PERMITS.
The City Council of the City of Farmington, pursuant to statutory authority or directive, requires certain licenses, permits, or other City approvals for certain regulated activities and, as a condition of issuing these licenses and permits, establishes an alternate formula for determining development fees effective April 19, 2024.

SECTION 2. PLATTING FEES, ESCROW & SURETIES.
The 2024 Fee Schedule is hereby amended by adding the underlined text establishing an alternate formula for calculating development fees:

PLATTING FEES, ESCROWS & SURETIES	2024 AMOUNT	
Platting fees are generally collected with the approval of a Development Contract. Acreage charges shall be based on the grass area of the development, less floodways, steep slopes, delineated wetlands, and oversizing of county ROW fees based on REU shall use the MCES determination for flows.		
Sanitary Sewer Trunk Area Charge – *this charge funds trunk improvements identified in the City's Comprehensive Sanitary Sewer Plan*	$2,675/acre	
Sealcoating Fee – *this fee funds initial sealcoating of newly constructed streets after initial construction, as required by engineering guidelines*	$1.63/square yard of bituminous area	
Alternate formula for determining development fees: For subdivisions of a unique character to which the standard calculations for development/platting fees is cost prohibitive, these fees may be calculated, by determination of City Staff on a case by case basis, as follows:		
$10,152 per lot with the total split between the development fees as shown below:		
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Sanitary Sewer Trunk Area Charge	9%	
Park Fee	17.25%	
Sealcoating Fee	3.25%	
Development Contract Escrow	26.75%	

SECTION 3. EFFECTIVE DATE AND CODIFICATION.
This ordinance shall be effective upon its passage and publication according to law and shall govern all licenses, permits, and approvals for regulated activities occurring or undertaken in the 2024 calendar year. This ordinance need not be codified but may be attached to the City Code as an Appendix.

SECTION 4. SUMMARY PUBLICATION. Pursuant to Minnesota Statutes, Section 412.191, in the case of a lengthy ordinance, a summary may be published. While a copy of the entire ordinance is available without cost at the office of the City Clerk, the following summary is approved by the City Council and shall be published in lieu of publishing the entire ordinance:

This ordinance amendment includes:

> The addition of an alternate formula for determining development fees. For subdivisions of a unique character to which the standard calculations for development/platting fees is cost prohibitive, these fees may be calculated, by determination of City Staff, on a case by case basis.

A printed copy of the ordinance in its entirety is available for inspection by any person during the City of Farmington's regular office hours.

Passed by the City Council of the City of Farmington, Minnesota, this 15th day of April 2024.

ATTEST:

_____	_____
Joshua Hoyt, Mayor	Shirley R Buecksler, City Clerk

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Tony Wippler, Planning Manager
Department: Community Development
Subject: Resolution 2024-30 Approving Annexation of Certain Property Pursuant to the Joint Resolution for Orderly Annexation by and Between the Township of Castle Rock and the City of Farmington
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

On March 5, 2024, the City of Farmington received a Petition for Annexation from the Independent School District 192, MNLCO Farmington Two, LLC, Property Owner(s). The property is abutting the City of Farmington, is less than 200 acres, and is located within the Orderly Annexation Agreement (OAA) that is in place between the Township of Castle Rock and the City of Farmington. The annexation process, as outlined in Section 6 of the OAA, has been followed:

- Within 14 days of receipt of the petition the City submitted to the Town, a legal description and a map of the property proposed for annexation and a description of the proposed use. *Notice was hand-delivered to the Township on March 6, 2024.*

The required 30-day comment period has passed and per the OAA, any time after the 30-day comment period, the City may act by resolution to annex the property.

DISCUSSION:

An Orderly Annexation Agreement (OAA) has been in place between the parties of Castle Rock Township and the City of Farmington for many years. The current OAA, approved in 2017, establishes an annexation area, providing the City the authority to annex lands from within this area as long as the annexation is in accordance with the OAA. The OAA also establishes that the Town will not file any objection with the State of Minnesota Municipal Boundary Adjustment Unit concerning the annexation as long as the annexation compiles with the OAA.

The City of Farmington received a Petition for Annexation from the Independent School District 192, MNLCO Farmington Two, LLC, Property Owner(s), on March 5, 2024. Per the OAA, proper notification was provided to the Township. The OAA requires a 30-day comment period, at which time the city may act by resolution to annex the parcel.

The comment period has expired. As of the date of writing this memo, no comments had been received.

At this time, the City Council is asked to consider Resolution 2024-30 approving the annexation of

certain property. Upon approval, the resolution will be forwarded to the Office of Administrative Hearings for processing.

BUDGET IMPACT:

NA

ACTION REQUESTED:

Approve Resolution 2024-30 Approving Annexation of Certain Property Pursuant to the Joint Resolution for Orderly Annexation by and Between the Township of Castle Rock and the City of Farmington.

ATTACHMENTS:

annexation res

CITY OF FARMINGTON
DAKOTA COUNTY, MINNESOTA

RESOLUTION 2024-30

A RESOLUTION APPROVING ANNEXATION OF CERTAIN PROPERTY PURSUANT TO THE JOINT RESOLUTION FOR ORDERLY ANNEXATION BY AND BETWEEN THE TOWNSHIP OF CASTLE ROCK AND THE CITY OF FARMINGTON

WHEREAS, the City of Farmington ("City") and the Township of Castle Rock ("Township") have previously adopted a Joint Resolution for orderly annexation of certain unincorporated areas located within Dakota County pursuant to Minnesota Statutes, Section 414.0325, Subd. 1(f) (City Resolution No. R18-17), attached hereto as Attachment A; and

WHEREAS, that Joint Resolution has been reviewed and approved by the State of Minnesota, also as required by law; and

WHEREAS, the Joint Resolution provides for the annexation of land within the designated area upon the satisfaction of certain conditions, including petition of the property owner; and

WHEREAS, as required by the Joint Resolution, the City has received a petition and a legal description, attached hereto as Attachment B, from the sole owner of property within the designated area comprising approximately 178.58 acres and having a population of zero; and

WHEREAS, the purpose of the annexation is to transfer jurisdiction over the property to enable the more efficient extension and delivery of services provided by the City including, but not limited to, connection to the City sewer system; and

WHEREAS, that upon annexation, the property will become immediately subject to the exclusive control and jurisdiction of the City for land use and other purposes, and the City will become obligated to provide the Township with tax reimbursement in accordance with the Joint Resolution.

NOW, THEREFORE BE IT RESOLVED by the Farmington City Council that the City of Farmington, pursuant to Section 6 of the Joint Resolution, hereby adopts this Annexation Resolution and requests the State of Minnesota, Office of Administrative Hearings, without hearing or modification of the boundaries, to immediately order the annexation of the property described in the petition, Attachment B, to the City of Farmington, in accordance with the provisions of the Joint Resolution, Attachment A.

Adopted by the City Council of the City of Farmington, Minnesota, on this 15th day of April 2024.

ATTEST:

Joshua Hoyt, Mayor

Shirley R Buecksler, City Clerk

ATTACHMENT A JOINT RESOLUTION NO. R18-17

ATTACHMENT B PETITION FOR ANNEXATION WITH LEGAL DESCRIPTION OF THE PROPERTY

Attachment "A"

RECEIVED
by OAH on April 12, 2017

JOINT RESOLUTION ESTABLISHING AN ORDERLY ANNEXATION AGREEMENT BETWEEN THE CITY OF FARMINGTON AND CASTLE ROCK TOWNSHIP

City of Farmington Resolution No. R18-17
Castle Rock Township Resolution No. 2017-06

WHEREAS, on September 12, 2006 the City of Farmington ("City") and Castle Rock Township ("Town"), entered into an orderly annexation agreement, which expired on December 31, 2016; and

WHEREAS, the City and Town desire to enter into a new orderly annexation agreement to accommodate growth in a cooperative, planned, and orderly fashion; and

WHEREAS, Minnesota Statutes, section 414.0325 authorizes townships and cities to provide for the orderly annexation of unincorporated areas that they determine are in need of orderly annexation; and

WHEREAS, the City and Town agree that there is a public need for the coordinated, efficient and cost-effective extension of sewer and water services to promote economic growth and development, and provide for the efficient delivery of desired or required public services; and

WHEREAS, the property depicted in attached Exhibit A ("Annexation Area") is about to become urban or suburban in nature and the City is capable of providing sewer, water and other public services within a reasonable time; and

WHEREAS, the establishment of a process of orderly annexation of said lands is beneficial to the residents and owners of said lands, and permit the City to extend municipal services in a planned and efficient manner.

WHEREAS, the extension of sewer, water, and other public services can only be provided in prioritized phases if the process and timing of service requirements are clearly identified and jointly agreed upon in advance of the City's capital planning, commitment, and expenditure; and

WHEREAS, the City and Town desire to accomplish the orderly annexation of the Annexation Area and the extension of municipal services in a mutually acceptable and beneficial manner without the need for a hearing before the Municipal Boundary Adjustments Unit ("MBAU") of the Office of Administrative Hearings, or its successor, and with the purpose of avoiding annexation disputes, enter into this joint resolution and agreement for orderly annexation pursuant to Minnesota Statutes, section 414.0325.

NOW, THEREFORE, BE IT RESOLVED, that the City of Farmington and the Town of Castle Rock hereby enter into this Joint Resolution Establishing an Orderly Annexation Agreement (hereinafter referred to as "Agreement") and agree to the following terms:

1. **Annexation Area**

1.1. The map attached hereto as Exhibit A entitled "Annexation Area" shall be the framework for annexation from 2016 through 2030 (inclusive). The map constitutes the Annexation Area, and denotes areas from which annexation may occur under this Agreement. It is not necessary that all of the land constituting the Annexation Area be annexed within the time period set forth in this Agreement.

1.2. The lands included within the 2016 through 2030 Annexation Area are designated for future urban development within the City. The Town agrees to oppose any efforts to include any of the lands within the Annexation Area into any governmental jurisdiction other than the City unless the City expressly agrees to such annexation.

2. **Authority to Annex**

2.1. The City shall have the right to annex land from within the Annexation Area during the period from the date of this Agreement through December 31, 2030, provided such annexations occur in accordance with the terms and conditions of this Agreement. The annexation pace shall be consistent with the requirements and standards set forth in the Comprehensive Plan, and zoning and subdivision regulations of the City.

2.2. Annexation will be limited to property that is, at the time of the proposed annexation, contiguous to the corporate limits of the City.

2.3. All annexations shall be subject to the prevailing Comprehensive Plan, the Zoning Ordinance, and subdivision regulations of the City.

2.4. The Town will not file any objection with the MBAU concerning the City's annexation of any land within the Annexation Area described above, so long as the annexation complies with the terms and conditions of this Agreement.

3. **Comprehensive Planning**

3.1. The City will revise its Comprehensive Plan as needed to address properties located within the Annexation Area.

3.2. Except as provided in Sections 3.3 or 3.4, the Planning Commission and/or the City Council of the City shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without providing the Town reasonable advance notice of, and a reasonable opportunity to comment on, any such adoption, modification, change or alteration.

3.3. With regard to any proposed industrial or commercial use of property, the Planning Commission and/or the City Council of the City of Farmington shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without the consent of the Town Board, which consent may not be unreasonably withheld.

3.4. With regard to any proposed medium to high density residential, industrial, or commercial use that is proposed to be constructed within 150 feet of the west property line of any Town residence that is located adjacent to Berring Avenue, the Planning Commission and/or the City Council of the City shall not adopt an initial Comprehensive Plan designation for any property located within the Annexation Area, or subsequently modify, change, or alter in any way that initial Comprehensive Plan designation, without the consent of the Town Board, which consent may not be unreasonably withheld.

3.5. With regard to any future development proposed to be constructed along the west property line of any Town residence that is located adjacent to Berring Avenue, the City will not obtain or require any permanent easements or rights-of-way from the owners of the Berring Avenue properties in question.

4. Planning and Land Use Control

4.1. Pursuant to Minnesota Statutes, section 414.0325, subdivision 5(a), the parties agree the City shall have the authority to exercise planning authority within the Annexation Area as provided in this section. Prior to the actual annexation of a parcel of property located within the Annexation Area, the City's exercise of such planning authority shall be limited to adopting a Comprehensive Plan designation for that parcel, which will not affect the parcel's land use unless and until the annexation of the parcel is complete. Upon the effective date of the annexation of a parcel of property into the City, the parcel shall become subject to the City's land use regulations. Prior to the effective date of annexation, the zoning and use(s) of a parcel located within the Annexation Area, and the construction or modification of structures located thereon, shall be controlled by the Town's Comprehensive Plan, Zoning Code, regulations and procedures, unless otherwise agreed to in writing by the City and the Town.

5. Incorporation of the Town

5.1. The City agrees it will support by resolution the future incorporation by the Town as a city and shall take no actions opposing such incorporation. Such incorporation will be consistent with a permanent boundary that does not include any portion of the Annexation Area unless the City and the Town agree to include such portion in the incorporation.

6. Annexation Process

6.1. Annexations within the Annexation Area shall occur only if the owners of the properties to be annexed located within the Annexation Area petition the City for annexation. The City agrees to reject any petition that does not comply with the terms of this Agreement.

6.2. If the City intends to act on a petition to annex a parcel of property within the Annexation Area, the City shall, within 14 days of receipt of a petition to annex such property, submit to the Town the following:

(a) The legal description and a map of the property proposed to be annexed; and

(b) A description of the proposed use of said property, if known by the City, and with the express understanding that the City reserves the right to accept or reject any such proposed use.

Upon receipt of submittals set forth above, the Town shall have 30 days in which to provide comments on the proposed annexation to the City.

6.3. Any time after the 30-day comment period, and review and consideration of any comments provided by the Town, the City may act by resolution to annex the parcel, provided such annexation is consistent with the terms of this Agreement. The Town shall not be responsible for any costs associated with the City's annexation of the parcel including, but not limited to, any fees for filing the annexation with the MBAU.

6.4. During the term of this Agreement, petitions for the annexation of areas located outside of the Annexation Area shall not be accepted, processed or approved by the City without the express written consent of the Board of Supervisors of the Town. This provision shall remain in effect through December 31, 2030 even if this Agreement terminates earlier than December 31, 2030 as provided herein.

7. Road Maintenance and Improvements; Transportation Planning; Road and Bridge Account

7.1. Road Maintenance Prior to Annexation. The Town shall continue its normal maintenance of existing Town roads, bridges, drainage facilities, and street signage for any roads and facilities located within the Annexation Area until the property adjacent to or surrounding such roads and facilities is annexed by the City.

7.2. Joint Maintenance/Improvement Expenses. The City and Town agree to develop a joint policy for sharing the cost of maintaining and improving Town roads that are adjacent to any property that is annexed pursuant to the terms of this Agreement. Such joint policy shall be consistent with the provisions of Minnesota Statutes, section 414.038.

7.3. Joint Transportation Planning. The City and the Town will work in cooperation with Dakota County, MnDOT and developers to ensure that any new development within the Annexation Area properly addresses:

(a) the transportation needs of the project;

(b) projected impacts on City and/or Town roads, especially those that are likely to result in the need to make improvements or upgrades due to increased traffic and/or different types of usages; and

(c) compliance with the transportation system set forth in the City's Comprehensive Plan.

7.4. Road and Bridge Account. The Town shall maintain the road and bridge account it created that is separate from its existing road and bridge account. Payments of the type referred to in Section 9.1 below shall be deposited into the separate account. The Town may annually transfer up to 7.5% of each such deposit into its general revenue fund. Funds in the separate road and bridge account shall be used exclusively for the following purposes:

(a) Maintenance. The funds in question may be applied to roadway maintenance costs on Roadway Segments A, B, C or D, as identified on the attached Exhibit B, and on Berring Avenue and 230th Street

(b) Improvements. The funds in question may be applied to the cost(s) of constructing, reconstructing, paving or otherwise improving Roadway Segments A, B, C or D, as identified on the attached Exhibit B, and 230th Street.

The Town's engineer shall discuss any proposed or anticipated expenditure in excess of $2,500 with the City's Public Works Director prior to the authorization or commencement of the work in question. Any funds that remain in the account upon the expiration of this Agreement shall be returned to the City unless the parties have mutually agreed in writing, prior to said expiration,

that those funds may be retained by the Town for other costs attributable to any additional development that occurs within an area subject to any separate Orderly Annexation Agreement between the City and the Town. The funds placed in the separate road and bridge account pursuant to the previous orderly annexation shall remain in the account and shall be used as provided in this Agreement.

7.5. The City shall reimburse the Town for all unpaid amounts the Town assessed, levied, or otherwise placed against property, in addition to the regular assessment of property taxes, whether pursuant to a 429 special assessment project, 365A subordinate service district, a service charge being collected under Minnesota Statutes, section 366.012, or other amount lawfully imposed on the property prior to the effective date of the annexation of the property. The City shall also reimburse the Town for any portion of debt incurred by the Town prior to the annexation and that is attributable to the property annexed, but for which no special assessments are outstanding. The reimbursement of these amounts shall occur in substantially equal payments over a period of not less than two or no more than eight years.

8. Statutory Sharing of Tax Revenues

8.1. Property tax revenue generated by annexed properties shall be allocated between the City and the Town on the following basis:

(a) Ash Street Orderly Annexation Area. For any past or future annexations involving properties located within the Ash Street Orderly Annexation Area, property tax revenues related to commercial or industrial properties (only) will be shared by the City and the Town in accordance with the following:

Years Starting from when City Becomes the Levying Authority	Percentage of Town Taxes to be Paid to Town in the Year
1st Year	90%
2nd Year	70%
3rd Year	50%
4th Year	30%
5th Year	10%
6th Year	0%

Any past payments due to the Town pursuant to this provision shall be calculated and paid as if this provision had been in effect as of the date of annexation. Property taxes payable on the annexed land shall continue to be paid to the Town for the year in which the annexation becomes effective. If the annexation becomes effective on or before August 1 of a levy year, the City may levy on the annexed area beginning with that same

levy year. If the annexation becomes effective after August 1 of a levy year, the Town may continue to levy on the annexed area for that levy year, and the City may not levy on the annexed area until the following levy year.

(b) Future Annexations. For any future annexations of properties located outside of the Ash Street Orderly Annexation Area, property tax revenues related to properties located within the 2016-2030 Annexation Area shall be shared pursuant to Section 9.1 of this Agreement.

9. Tax Rebates to the Town

9.1. Payments to Town. Except as otherwise provided in this Agreement, upon annexation of any land per this Agreement, the Town shall not be entitled to receive tax revenue rebates from the City until such time as the property is developed or redeveloped. When development or redevelopment occurs, and the improved property is assessed in a manner that reflects the value of the completed development improvements, the Town shall begin to receive tax revenue rebates. The tax rebate received by the Town on any given developed or redeveloped parcel shall be equal to 50% of the amount of the City's share of the total property taxes paid on that parcel in the first tax year that reflects the full value of the completed initial improvements. Improvements shall be considered "completed" when the City issues a Certificate of Occupancy.

The payments due to the Town pursuant to this Agreement will be made within 60 days of the City's receipt of the property tax revenue(s) in question, or within 60 days of receipt by the City of the annual accounting from the Town, whichever is later.

9.2. The Town will provide an annual accounting of the use of funds from the Road and Bridge Account referred to herein. If the City wishes to challenge the accounting, it may do so at its own expense. If there is an error in the Town's accounting, the error will be corrected by mutual agreement of the parties. If the error is in the Township's favor, the expense the City incurred to audit the Township's accounting will be paid through a reduction of funds owed to the Township pursuant to this Agreement.

10. Dispute Resolution and Amendment

10.1. Disputes concerning this Agreement shall be resolved as follows:

(a) Negotiation. When a disagreement over interpretation of any provision of this Agreement occurs, the City and Town must meet at least once, at a mutually convenient time and place, to attempt to resolve the dispute through negotiation.

(b) Mediation. If the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provision of this Agreement, the parties may mutually agree in writing to seek relief by submitting their respective grievances to non-binding mediation.

(c) Adjudication. When the parties are unable to resolve a dispute, claim or counterclaim, or are unable to negotiate a mutually acceptable interpretation of any provision of this Agreement, or are unable to agree to submit their respective grievances to non-binding mediation, then either party may seek relief through initiation of an action in a court of competent jurisdiction. In addition to the remedies provided for in this Agreement and any other available remedies at law or equity, in the case of a violation, default or breach of any provision of this Agreement, the non-violating, non-defaulting, non-breaching party may bring an action for specific performance to compel the performance of this Agreement in accordance with its terms. If a court action is required, the court may reimburse the prevailing party for its reasonable attorney's fees and costs.

11. General Terms and Provisions

11.1. This Agreement may not be modified, amended or altered except upon the written joint resolution of the City and Town, duly executed and adopted by the City Council and Town Board of Supervisors, and filed with the MBAU. Either party to this Agreement may request an amendment. Requests for amendments will first be considered by each jurisdiction's Planning Commission. Their recommendations shall be forwarded to the Town Board and the City Council.

11.2. The City and Town agree to meet jointly on an annual basis to consider and discuss: (a) the usage of the separate road and bridge account funds during the preceding twelve months; and (b) possible modifications to this Agreement.

11.3. The terms, covenants, conditions and provisions of this Agreement, including the present and all future attachments, shall constitute the entire agreement between the parties, superseding all prior agreements and negotiations regarding the Annexation Area (with the exception of any jointly approved roadway maintenance agreements between the City and the Town and any payments owed to the Town pursuant to the previous orderly annexation agreement). There are no understandings, agreements or assumptions other than the written terms of this Agreement.

11.4. This Agreement shall be binding upon and benefit the respective successors and assigns of the City and Town. Specifically, this Agreement is binding upon the governmental entity that survives or is created by any action on the part of the Town to merge, consolidate, detach, annex, reorganize or incorporate.

11.5. This Agreement is made pursuant to, and shall be construed in accordance with, the laws of the State of Minnesota. In the event any provision of this Agreement is determined or adjudged to be unconstitutional, invalid, illegal or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall remain full force and effect.

11.6. Upon the filing of this Agreement and resolution with the MBAU, the costs of which shall be paid by the City, the parties will not request any alteration of the boundaries of the land constituting the Annexation Area, or any change in the annexation of land not provided for in this Agreement. The MBAU may review and comment on the annexation resolution, but may not otherwise consider the resolution or alter the Annexation Area boundaries. Within thirty (30) days of receipt of an annexation resolution adopted by the City, which complies with this Agreement, the MBAU must order the annexation of the area described in the annexation resolution in accordance with the terms and conditions of this Agreement.

11.7. This Agreement shall terminate on December 31, 2030, or the date upon which all permitted annexation of land in the Annexation Area has been completed, whichever occurs sooner. Notwithstanding the termination of this Agreement, the following provisions shall remain binding and enforceable after the termination of the agreement for all properties annexed under the terms of this Agreement:

(a) Section 7.4 – Relating to use of tax rebate funds. Any funds in the separate road and bridge account (Section 7.4 hereof) shall remain available to the Town for the purposes referred to in Section 7.4 until the later of:

1. December 31, 2030, or
2. Two years after the City Council's approval of the last annexation of property located within the Annexation Area that occurs prior to December 31, 2030.

(b) Section 9.1 – Relating to tax rebates; and

(c) Section 9.2 – Relating to annual accounting.

11.8. The City agrees it will provide, or continue to provide, annexed properties with City services in accordance with its usual procedures and policies in the same manner and at the same rates as it provides to other properties in the City. If City fails to provide the full range of the City services to annexed property within a reasonable time under its procedures and policies, the City agrees not to oppose an owner's petition under Minnesota Statutes, section 414.06 for detachment of the property from the City if the owner chooses to bring such a petition.

12. **Binding Agreement, Chief Administration Law Judge's Review**

12.1. No alteration of the areas set forth herein for orderly annexation, or their boundaries is appropriate. The Chief Administration Law Judge of MBAU may review and comment, but not alter the boundaries.

12.2. This Orderly Annexation Agreement designates certain areas as eligible for orderly annexation, and provides the conditions for the annexation of those areas. The parties agree that no consideration by the Chief Administration Law Judge of MBAU is necessary, and that therefore the Chief Administration Law Judge of MBAU may review, and comment, but shall, within thirty (30) days of the submission of a petition for annexation in conformity with this Agreement, order annexation consistent with the terms of this Orderly Annexation Agreement, and Resolutions submitted pursuant thereto.

12.3. This Agreement is, pursuant to Minnesota Statutes, section 414.0325, subdivision 6, a binding contract on the parties and provides the exclusive procedures by which unincorporated property identified in the Agreement may be annexed to the City. The City shall not annex any property from the Township in any manner, or by any procedure or authority that is not consistent with the terms of this Agreement. The parties do not intend any provision of this Agreement to be preempted by any provision of Minnesota Statutes, chapter 414 or any other law as it may exist or may later be adopted or amended.

Adopted on the 10th day of April, 2017.

BY THE TOWN BOARD

Landon L Weber
Town Chairperson

Attest: Barbara M. Lang
Town Clerk

Adopted on the 20th day of March, 2017.

BY THE CITY COUNCIL

Mayor, City of Farmington

Attest: Joni McKee
City Administrator

EXHIBIT A

Map of Designated Area

(Attached hereto)

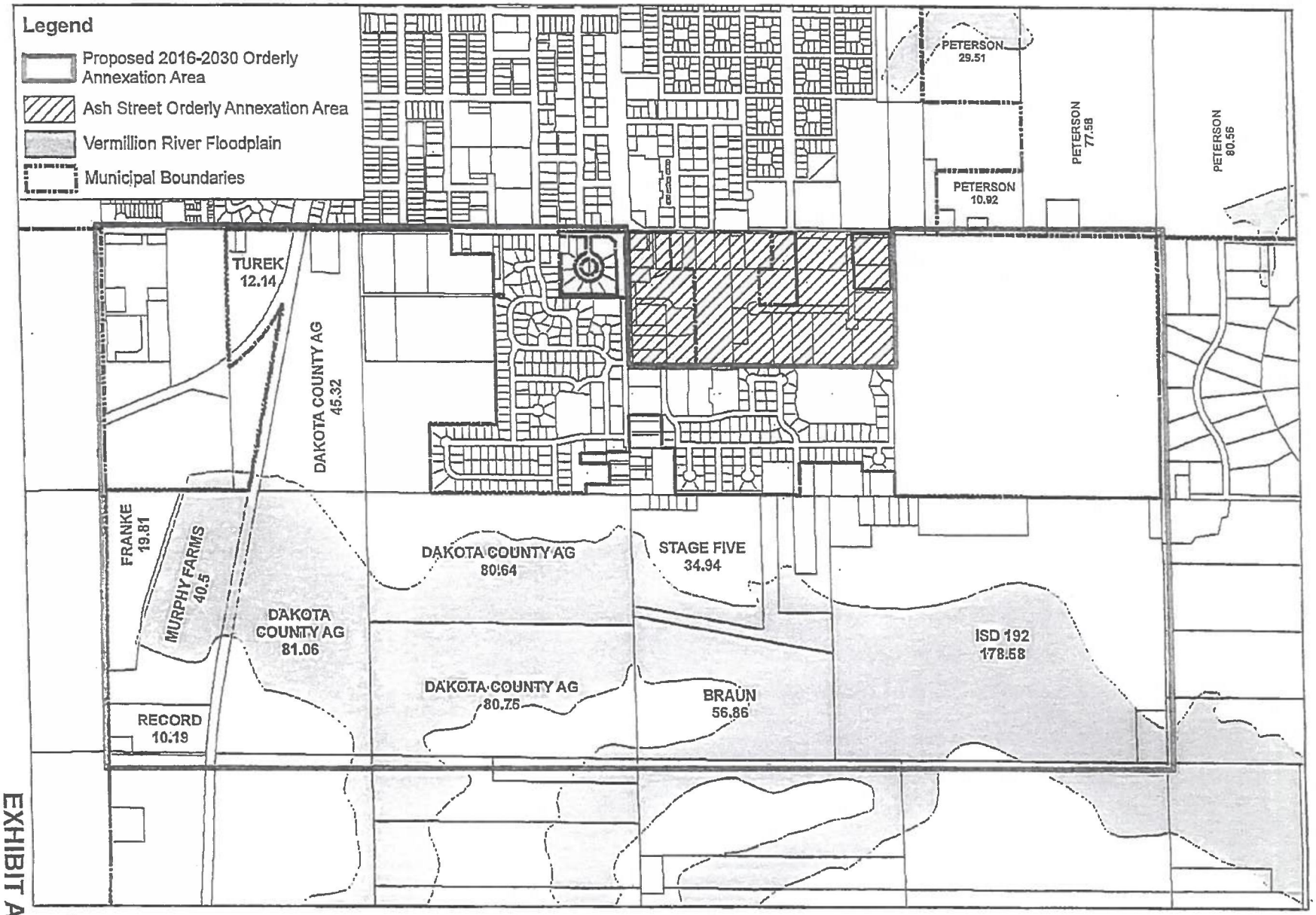

Legend
Proposed 2016-2030 Orderly Annexation Area
Ash Street Orderly Annexation Area
Vermillion River Floodplain
Municipal Boundaries
PETERSON 29.51
PETERSON 77.58
PETERSON 80.56
PETERSON 10.92
TUREK 12.14
DAKOTA COUNTY AG 45.32
FRANKE 19.81
MURPHY FARMS 40.5
DAKOTA COUNTY AG 80.64
STAGE FIVE 34.94
DAKOTA COUNTY AG 81.06
ISD 192 178.58
DAKOTA COUNTY AG 80.75
BRAUN 56.86
RECORD 10.19
N
W
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0 0.125 0.25 0.5 Miles
Prepared for the City of Farmington by the Dakota County Office of GIS.
EXHIBIT A
Map created 9/22/05
Map revised 5/2/06
Map updated 7/29/16

EXHIBIT A

EXHIBIT B

Road Segment Map

(Attached hereto)

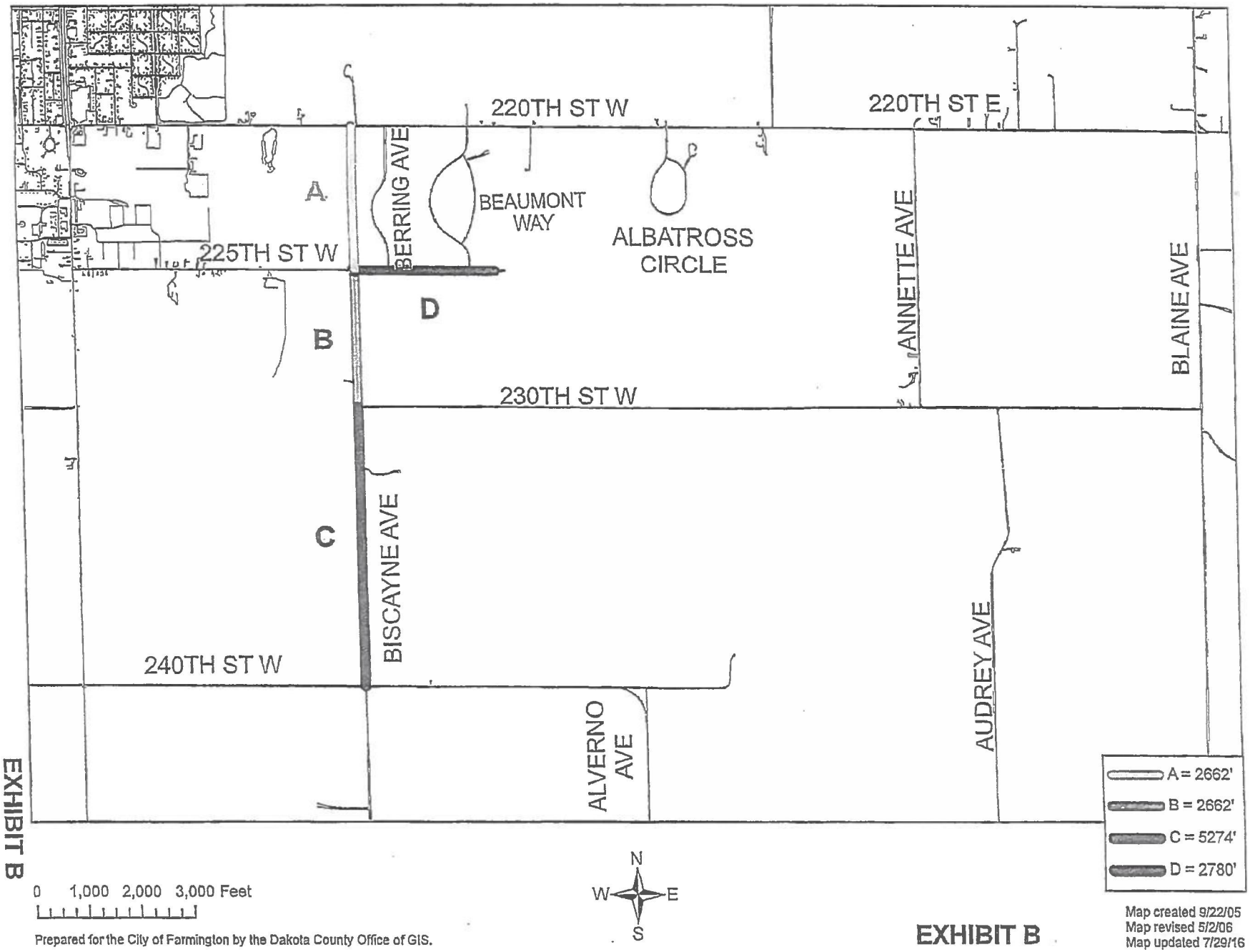

220TH ST W
220TH ST E
BERRING AVE
BEAUMONT WAY
ALBATROSS CIRCLE
225TH ST W
ANNETTE AVE
BLAINE AVE
A
B
D
230TH ST W
C
BISCAYNE AVE
240TH ST W
ALVERNO AVE
AUDREY AVE
A = 2662'
B = 2662'
C = 5274'
D = 2780'
0 1,000 2,000 3,000 Feet
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Prepared for the City of Farmington by the Dakota County Office of GIS.
EXHIBIT B
Map created 9/22/05
Map revised 5/2/06
Map updated 7/29/16

EXHIBIT B

EXHIBIT C

Legal Description of Designated Area

All of Sections 5 and 6, Township 113 North, Range 19 West, Dakota County, Minnesota. EXCEPT the North Half of the Northwest Quarter of said Section 5. ALSO EXCEPT any property within the above described orderly annexation description that is currently within the boundaries of the City of Farmington.

Attachment "B"

CITY OF FARMINGTON

430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

MAR 0 5 2024

PETITION FOR ANNEXATION

In the Matter of the Petition by Independent School District 192, MNLCO Farmington Two, LLC, Property Owner(s) for annexation of land to the City of Farmington pursuant to Minnesota Statutes Chapter 414

To: The City Council of the City of Farmington, Minnesota

Copies to:

Dakota County Board of Commissioners
1590 West Highway 55
Hastings, MN 55033

Office of Administrative Hearings
Municipal Boundary Adjustment Unit
P.O. Box 64620
St. Paul, MN 55164-0620

Town Board of Castle Rock Township
2537 240th St. West
Farmington, MN 55024

By signature hereunder, petitioner(s) affirm that he/she (they) is (are):

X the sole property owner(s) of the area proposed for annexation; or

_____ all of the property owners of the area proposed for annexation; or

_____ a majority of the property owners of the area proposed for annexation.

It is hereby requested that the City of Farmington annex the property herein described and now located in the Town of Castle Rock, Dakota County, Minnesota: (Provide the legal description of the property, parcels of property of area proposed for annexation; provide attachments containing the legal description if it is too long for inclusion in this space.

Where petition is filed by residents or property owner(s):

1) List the number of petitioners required by statute to commence this annexation proceeding: 1

2) List the number of petitioners who have signed the petition: 1

CITY OF
FARMINGTON

430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

Where the petition is filed by a municipality or town, identify the action taken by the governing body:

_____Resolution Number:_____ Date: _____

_____Ordinance Number:_____ Date: _____

_____Notice of Intent Date: _____

The area of the property proposed for annexation:
(Note: The size of the property will determine the manner and timing of the process for considering this Petition.)

_____Less than 40 acres

_____More than 40 acres but less than or equal to 60 acres

_____More than 60 acres

_____More than 200 acres

__X__Less than 200 acres

As to the property proposed for annexation, annexation is sought because the property is:

1. _____ Owned by the City of Farmington.

2. _____ Completely surrounded by land within the Farmington City limits.

3. _X_____ Abutting the City of Farmington on the N S W E (circle one) boundary.

4. _____ The area to be annexed is 60 acres or less, AND the area to be annexed is not now served by public sewer facilities and public sewer facilities are not otherwise available. (Applicable only if all property owners join the petition)

5. _____ After August 1, 1995, it has been approved by preliminary or final plat for residential development lots averaging 21,780 square feet or less in area and is land within two miles of the boundary of the City of Farmington.

CITY OF FARMINGTON

430 Third St., Farmington, MN 55024
651-280-6800
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6. _____ Not abutting the City of Farmington, but is within an existing orderly annexation area and all property owners join in the petition.

7. _____ 40 acres in size or less and at least sixty percent (60%) of the property abuts the City of Farmington.

8. _____ The property is not located within an area presently under consideration by the City of Farmington or the Municipal Boundary Adjustment Unit.

9. _____ The property is platted.

Note: Before your property can be annexed, Minnesota Law requires that a public hearing be held preceded by at least 30 days written notice by certified mail to the Town or Towns in which the property is located and to all landowners within and contiguous to the area proposed for annexation.

The costs incurred by the City in identifying the persons to whom this notice is to be mailed and the mailing list itself will be charged to the petitioners and must be paid before the mailing goes out.

The following documents/items must be attached with the Petition:

1. Verification of ownership by current commitment for title insurance, owners' and encumbrancers' report, etc;
2. Certificate verifying the Petition was served on all parties required under Minn. Stat. Ch. 414;
3. Filling fee required under Minn. R. 6000.3400;
4. Map of the annexation area required pursuant to 6000.0800 (c);
5. City application fee.

Dated: 3/4, 20 24.

Signature(s) of Petitioner(s)

Jan S Berg

Legal Description

Parcel 1:

That part of the Southeast Quarter and that part of the East Half of the East Half of the Southwest Quarter, all in Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota, described as follows:

Commencing at the Northeast corner of the Southeast Quarter of said Section 5; thence North 89 degrees 44 minutes 58 seconds West, assumed bearing, along the North line thereof, 123.00 feet for the point of beginning; thence South 00 degrees 15 minutes 34 seconds East, parallel with the East line of said Southeast Quarter, 412.00 feet; thence South 89 degrees 44 minutes 58 seconds East, 123.00 feet to the East line of said Southeast Quarter; thence South 00 degrees 15 minutes 34 seconds East, along said East line, 1706.57 feet to the Northeast corner of the South 528.00 feet of the East 299.00 feet of said Southeast Quarter; thence North 89 degrees 50 minutes 06 seconds West, 299.01 feet to the Northwest corner of said South 528.00 feet of the East 299.00 feet; thence South 00 degrees 15 minutes 34 seconds East, 528.01 feet to the Southwest corner of said South 528.00 feet of the East 299.00 feet; thence North 89 degrees 50 minutes 06 seconds West, along the South line of said Section 5, a distance of 3016.53 feet to the Southwest corner of the East Half of the East Half of the Southwest Quarter of said Section 5; thence North 00 degrees 14 minutes 38 seconds West, along the West line of said East Half of the East Half of the Southwest Quarter, 2123.51 feet to the Southwest corner of the North 528.00 feet of the West 412.50 feet of said East Half of the East Half of the Southwest Quarter; thence South 89 degrees 44 minutes 58 seconds East, along the South line of said North 528.00 feet of the West 412.50 feet, a distance of 412.52 feet to the Southeast corner thereof; thence North 00 degrees 14 minutes 38 seconds West, along the East line thereof, 231.01 feet to the South line of the North 297.00 feet of the South Half of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along said South line, 474.73 feet to the Southeast corner of the North 297.00 feet of the East 97.84 feet of the West 221.83 feet of the Southeast Quarter of said Section 5 (said point also being on the West line of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of said Section 5); thence South 00 degrees 11 minutes 16 seconds East, along said West line, 103.00 feet to the Southwest corner of the North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of said Section 5; thence South 89 degrees 44 minutes 58 seconds East, along the South line of said North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet, a distance of 1089.03 feet to the Southeast corner thereof; thence North 00 degrees 11 minutes 16 seconds West, along the East line thereof, 400.01 feet to the Northeast corner thereof; thence South 89 degrees 44 minutes 58 seconds East, along the North line of the Southeast Quarter of said Section 5, a distance of 1215.29 feet to the point of beginning.

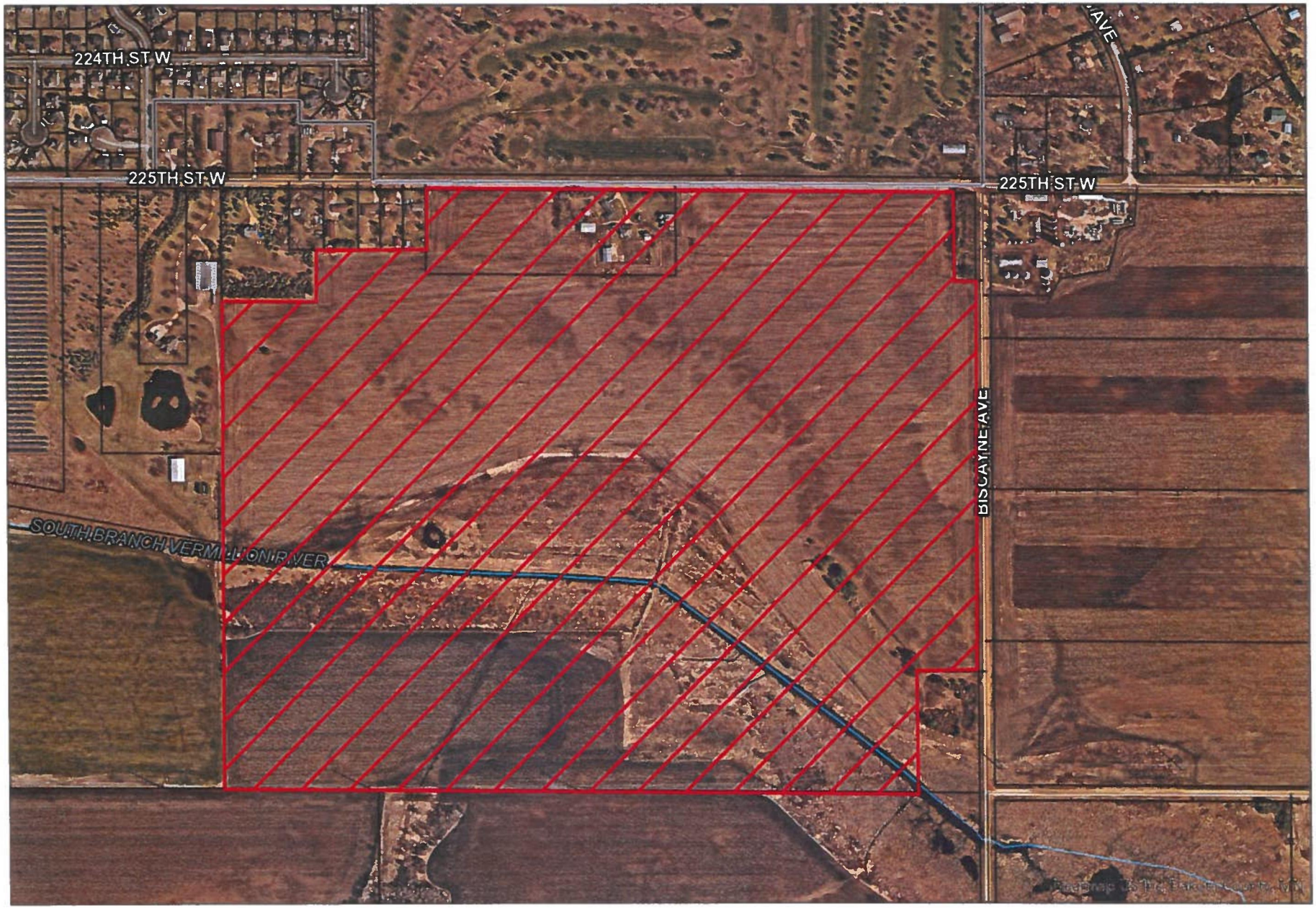
Dakota County, Minnesota
Abstract Property

Parcel 2:

The North 400.00 feet of the East 1089.00 feet of the West 1310.83 feet of the Southeast Quarter of Section 5, Township 113 North, Range 19 West, Dakota County, Minnesota.

Abstract Property

Dakota County GIS



Dakota County

Disclaimer: Map and parcel data are believed to be accurate, but accuracy is not guaranteed. This is not a legal document and should not be substituted for a title search,appraisal, survey, or for zoning verification.

Map Scale
1 inch = 600 feet
3/5/2024

CITY OF FARMINGTON
430 Third St., Farmington, MN 55024
651-280-6800
FarmingtonMN.gov

REGULAR COUNCIL AGENDA MEMO

To: Mayor, Councilmembers and City Administrator
From: Lynn Gorski, City Administrator
Department: Administration
Subject: Performance Review of the City Administrator
Meeting: Regular Council - Apr 15 2024

INTRODUCTION:

During the regular City Council meeting on April 15, 2024, the Council will go into closed session to review the performance of the City Administrator pursuant to Minnesota Statutes 13D.05 subd. 3(a).

DISCUSSION:

The performance review will be attended by the five City Councilmembers, the City Attorney and the City Administrator. The conclusions must be reported at the next open meeting of the City Council.

BUDGET IMPACT:

Not applicable

ACTION REQUESTED:

A motion should be made to go into closed session to conduct the performance evaluation of City Administrator Lynn Gorski pursuant to Minnesota Statute 13D.05.